The Sydney Morning Herald.

NO. 7364.—VOL. XLV. MONDAY, JANUARY 13, 1862. PRICE THREEPENCE.

BIRTHS.

On the 12th December, at Bela Bela, in the district of Marling Downs, Mrs. Henry Edward Eaton, of a son.

On the 7th January, at Wollongong, Mrs. Percy Owen, of a son.

On the 10th instant, at her residence, 64, William-street, Mrs. Frederick White, of a daughter.

On the 11th instant, at her residence, Balmain, the wife of Mr. Joseph Dove, of a daughter.

On Saturday, the 11th January, instant, at her residence, No. 47, Hunter-street, Mrs. John Hinchliffe, of a daughter.

MARRIAGES.

On the 10th instant, at the Parish Church, Prospect, by the Rev. Thomas Cheshire, B.D., Thomas Hewitson Smith, Esq., of Gordon Brook, Clarence River, to Emily Blanche, youngest daughter of the late Frederick John Rothery, Esq.

On the 8th January, at Wellington, Newcastle, by the Rev. R. F. Mackenzie, M.A., Robert G. Walker, Esq., youngest son of the late Gabriel Walker, Esq., Glasgow, to Wilhelmina Jane Anne, second daughter of the late James Walker, Esq., of Wellington, New South Wales.

DEATH.

On the 12th instant, at No. 34, Elizabeth-street, Richard Williams, Esq., late of H.M. Customs, Sydney, aged sixty-four years.

SHIP ADVERTISEMENTS.

BLACK BALL AND EAGLE LINES OF BRITISH AND AUSTRALIAN PACKETS.—For LIVERPOOL.—The Liverpool and Australian Navigation Company's magnificent and powerful screw steamship GREAT BRITAIN, 4000 tons, 1500 horse power, JOHN GRAY, commander.

The celebrated steamship GREAT BRITAIN is again laid on the berth for LIVERPOOL, and will be despatched from MELBOURNE, with the usual punctuality, on WEDNESDAY, the 29th of January, 1862. In calling the attention of colonists proceeding to Europe to the opportunity thus afforded them, it may be observed that the regularity and regularity with which the GREAT BRITAIN has performed her previous voyages place her far before any vessel trading to those waters, and insures their reaching home almost as quickly as by the Overland Mail, whilst the great expense, and frequent changes inseparable from that route are entirely avoided.

The Saloon is a magnificent apartment, fitted up in the most elegant and elegant manner. The sleeping rooms are very large, well lighted and ventilated by side ports, and are furnished with beds, bedding, linen, and every requisite.

The Ladies' Cabin is fitted with bath-rooms, lounges, easy chairs, &c. She also carries a good stilch cow.

The Second Cabin is on deck, very comfortable and well lighted.

To Third-class and Steerage passengers proceeding to Europe, the advantages offered by the GREAT BRITAIN are superior to any ship on the berth.

A Stewardess is appointed to attend on lady passengers.

Stewards' attendance provided for second cabin.

A Surgeon will accompany the ship.

RATES OF PASSAGE:—

Saloon, as per agreement; second cabin, £35; third cabin, £20 and £18; steerage, £16.

For further particulars apply to THACKER, DANIELL, and CO., 10, O'Connell-street; or to BRIGHT, BROTHERS, and CO., Melbourne.

STEAM to NEW ZEALAND (the Otago Gold-fields, &c.).—The International Royal Mail Company's s. s. ARGYLE, W. WOODS, commander, will be despatched on the 15th January, 1862, for NELSON, TARANAKI, MANAKAU, WELLINGTON, PORT COOPER, and OTAGO.

Passengers and cargo for Wellington, Port Cooper, and Otago, will be taken on by the company's intercolonial steamer from Nelson.

Return tickets are issued, at reduced rates, entitling the holders to remain one month in New Zealand.

For freight or passage apply at the company's office.

Notice.—Shippers will please observe that no cargo will be received before FRIDAY next, the 10th instant.

JOHN VINE HALL, general manager.

Grafton Wharf.

THE AUSTRALASIAN ISTHAM NAVIGATION COMPANY'S STEAMSHIPS

To MELBOURNE.—BANGARITA, TUESDAY AFTERNOON, at 3.

To ADELAIDE direct.—WONGA WONGA, SATURDAY, 18th January.

To HUNTER RIVER.—COLLAROY, THIS MORNING (MONDAY), at 7.

To CLARENCE TOWN.—COLLAROY, THURSDAY, 23rd January, 7 a.m.

To BRISBANE direct.—TELEGRAPH, THIS AFTERNOON (MONDAY), at 4.

To MARYBOROUGH via NEWCASTLE.—WARATAH, TUESDAY EVENING, at 10.

To ROCKHAMPTON direct.—BOOMERANG, within 48 hours after arrival.

From BRISBANE to IPSWICH.—The BRISBANE and the IPSWICH, daily.

From BRISBANE to MARYBOROUGH, GLADSTONE, and ROCKHAMPTON.—CLARENCE, TUESDAY, 23rd January, and 4th February.

JAMES PATERSON.

A. S. N. Co.'s Wharf, Sussex-street.

HUNTER RIVER NEW STEAM NAVIGATION COMPANY.—Steam to and from the Hunter during the month of January.

FROM SYDNEY

THE CITY OF NEWCASTLE, on WEDNESDAYS and SATURDAYS, at 11 p.m.

THE WILLIAMS, on MONDAYS and THURSDAYS, at 11 p.m.

THE PATERSON, on WEDNESDAYS and SATURDAYS, at 7 a.m.

FROM MORPETH

THE CITY OF NEWCASTLE, on TUESDAYS and FRIDAYS, at 7 a.m.

THE WILLIAMS, on WEDNESDAYS and SATURDAYS, at 7 a.m.

THE PATERSON, on MONDAYS and THURSDAYS, at 2 p.m.

A steamer to CLARENCE TOWN direct, on the 15th and 28th, at 4 a.m.

Offices, foot of Market-street.

STEAM to the HUNTER.—H. R. N. S. N. CO.—THE WILLIAMS, THIS NIGHT, MONDAY, at 11 o'clock.

P. J. COHEN, manager.

Office—foot Market-street.

WATSON'S BAY STEAMER NAUTILUS, daily.—Fares—6d. each way.

Circular Quay.	Woollomooloo.	Watson's Bay.
10-15 2-15	10-30 2-30	12 and 5

Saturday, leave Watson's Bay 5-30 p.m.

Sunday, ditto ditto ditto 6-0 p.m.

Sunday (return tickets issued only), 1s.

MANLY BEACH STEAMERS DAILY.—Fares, 1s.; children 6d. PHANTOM leaves

Circular Quay.	Woollomooloo.	Manly.
10-15, 2-15, 4-0.	10-30, 2-30.	5-0, 12-0, 5-0.

SATURDAYS and SUNDAYS.

10 15, 2-30, 5-0.	10-30, 3-30.	3-0, 12-0, 5-0, 6-0

No early trip from Manly on Sunday.

S. H. WILSON, agent.

PARRAMATTA STEAMERS.—The neat and favorite Boats now plying as follows:—

ON WEEK DAYS.

From Parramatta, at 7 and 11 a.m., and 3 p.m.

From Sydney, at 8 a.m., and 1 and 6 p.m.

ON SUNDAYS.

From Parramatta, at 7 a.m., and 4 p.m.

From Sydney, at 9 a.m., and 5.45 p.m.

FARES.

Cabin ..... 1s. 6d. Steerage..... 1s. 0d.

Ditto return .. 2s. 6d. Ditto return .. 1s. 6d.

Or Ninepence each way.

ILLAWARRA S. N. CO.'S STEAMERS TO

CLYDE RIVER, THIS DAY, at noon.

MORUYA, THIS DAY, at noon.

ULLADULLA, THIS DAY, at noon.

WOLLONGONG, THIS DAY, at noon, and 11 p.m.

KIAMA, THIS NIGHT, at 11.

SHOALHAVEN, TO-MORROW, at 11 p.m.

MERIMBULA, on WEDNESDAY, at 11 p.m.

STEAM to PORT MACQUARIE.—The VICTORIA, on THURSDAY, the 16th February.

STEAM to the MANNING RIVER.—The VICTORIA, on MONDAY next, at 8 p.m., calling at NEWCASTLE.

C. AND R. S. N. COMPANY.—The steamship GRAFTON, for GRAFTON, CLARENCE RIVER, on WEDNESDAY, at 10 p.m.

THEOPHILUS P. DYZ, secretary.

STEAM to the MACLEAY.—The NEW MOON, THIS DAY, at 6 p.m. WILLIAM DALTON, agent.

FOR GRAFTON and the CLARENCE RIVER.—The schooner ELIZABETH, JAMES GRIFFIN, master, daily expected, will return to the River without delay. Freight moderate.

Apply to KIRCHNER, BROTHERS, and CO.

POLICEMAN, for PORT DENISON.—This vessel is unavoidably detained until MONDAY 13th. J. and W. BYRNES and CO.

DART, for WELLINGTON and PORT COOPER.—Shippers are particularly requested to complete their shipments, pass entries, and forward bills of lading for signature, as she will positively clear at the Customs on WEDNESDAY.

For freight or passage, having very superior accommodation, apply on board, at the Grafton Wharf; or to LAIDLEY, IRELAND, and CO., Lloyds' Chambers.

FOR OTAGO, going up to the Wharf at Dunedin.—The fine new clipper-schooner RIFLEMAN, NEWTON master, loading at the Baltic Wharf, will be despatched for the above port on TUESDAY, 14th instant.

For freight or passage apply to MOLISON and BLACK, 4, Bridge-street.

REDUCED RATES to OTAGO.—The clipper barque CITY OF MELBOURNE, W. R. BROWN, commander, clears at the Customs on WEDNESDAY, and proceeds to sea.

Steerage passage..... £6 6 0

Has splendid poop accommodation for cabin passengers, who will be taken at greatly reduced rates.

For freight or passage apply on board, at the Grafton Wharf; or to LAIDLEY, IRELAND, and CO., Lloyd's Chambers.

FOR OTAGO, going up to DUNEDIN WHARF.—The first-class colonial-built schooner AVENGER, Captain TRAYTE, on TUESDAY first, will take eight cabin passengers only, at a low rate. Intending passengers are requested to make arrangements THIS DAY.

ANDERSON, CAMPBELL, and CO., Colonial Wharf.

ONLY VESSEL FOR AUCKLAND.—The favourite regular trader BREADALBANE, J. G. BARNON, commander, is now fast loading, and (being under contract for the conveyance of H.M. Mails) will sail the day after the arrival of the English Mail.

For freight or passage, apply on board, at the Patent Slip Wharf; or to LAIDLEY, IRELAND, and CO., Lloyd's Chambers.

N.B.—Shippers will please observe that no bonded goods will be received on board without shipping notes, the same as for free goods.

BLACK BALL LINE OF PACKETS FOR LONDON.—For Passengers only.—The fine A1 ship, ANNIE ARCHERLY, 520 tons, D. MORRICE commander, having the whole of her cargo down, will sail positively on the 15th instant, and has most superior accommodation for a limited number of cabin passengers.

Apply to the Captain, on board, Circular Quay; to EDSWORTH and CO; or to L. and S. SYKES and CO., Wynyard-square.

FOR LONDON Direct.—The A1 Aberdeen clipper ship STAR OF PEACE, 1113 tons register, W. C. MITCHELL, commander, having the whole of her dead weight on board, and a large portion of her wool down, will have quick despatch. Passengers are reminded of the splendid accommodation of this vessel; carries an experienced surgeon.

Apply to Captain MITCHELL, on board, Circular Quay; or to JACOB L. MONTEFIORE, O'Connell-street.

FOR LONDON direct.—For Passengers only.—The A1 Aberdeen clipper ship, WALTER HOOD, having the whole of her cargo down and on board, will positively sail on the 15th instant.

For passage apply to Captain DONALD, on board, at Circular Quay; or to JACOB L. MONTEFIORE.

7th January.

SHIP WALTER HOOD, FOR LONDON.—All ACCOUNTS against the above vessel must be rendered in duplicate to the office of the undersigned, on or before MONDAY, the 13th instant, at noon, or they will not be recognised. BILLS of LADING are requested to be sent in at once for signature.

JACOB L. MONTEFIORE, O'Connell-street.

FOR LONDON.—To sail on the 20th instant.—The A1 favourite and fast sailing clipper ship DAPHNE, ROBERT SPENCER, commander, 107 tons register, has nearly the whole of her cargo on board, and will sail positively as above. This vessel has most comfortable accommodation for passengers.

For freight or passage apply to Captain SPENCER, on board, Circular Quay; or to BRIESLEY, DEAN, and CO.

FOR LONDON.—For wool and passengers (only, to sail 20th January.—The favourite ship ELECTRA, 800 tons, A1 for 13 years, H. COURTENAY CAYZER, commander, is now in the berth, and having all her dead weight engaged, will call positively on the above date.

Her accommodations for passengers are not to be surpassed by any vessel on the berth, and the table will be provided on the most liberal scale.

For freight or passage apply to Captain Cayzer, on board, Circular Quay; or to GEORGE A. LLOYD and CO., agents, Lloyds-chambers, George-street.

FOR LONDON.—To Sail positively on the 1st February, the A1 clipper ship DUNCAN DUNBAR, H. NEATBY, commander, 1214 tons register.

For freight or passage, having splendid accommodation, apply to Captain NEATBY, on board, at the Circular Quay; or to FLOWER, SALTING, and CO., agents, 37, Hunter-street.

FOR LONDON.—The fine A1 ship TIPTREE, 1450 tons register, JOHN PINEL, commander, having all her dead weight engaged, and now receiving wool at Marsden's Wharf, will SAIL on the 21st February. Has superior accommodation for cabin and intermediate passengers, and carries an experienced surgeon. Apply to Captain PINEL, on board; or to GILCHRIST, WATT, and CO.

SHIP LA HOGUE, for LONDON.—Passengers will oblige by paying the balance of their passage money, as, or before MONDAY, 13th instant.

GILCHRIST, WATT, and CO., agents.

LOCHIEL, for LONDON, has one Cabin disengaged. Wanted, an experienced SURGEON. Apply to Captain R. HADDEN on board, Smith's Wharf, Miller's Point.

BARQUE SARINUS, from LONDON.—Notice to the consignees of 2263 3T0-214-45 cases chinry; ditto ditto, 400 bags rail, shipped by Johnson and Archer, and consigned to order, unless entry is passed by 11 a.m. THIS DAY, the same will be entered and landed at the risk and expense of whom it may concern.

WILLIS, MERRY, and CO., agents.

SHIP MAID OF JUDAH, FROM LONDON.—CONSIGNEES per above vessel are requested to pass ENTRIES for the Circular Quay, without delay. Any goods impeding the discharge will be landed and stored at their expense and risk. Bills of lading must be produced, and freight paid, at the office of the undersigned, when orders for delivery will be given.

JACOB L. MONTEFIORE, O'Connell-street.

3rd January, 1862.

CHARTER.—WANTED, VESSELS for the conveyance of coals from SYDNEY and BELLAMBI to HOBSON'S BAY, MELBOURNE, and GEELONG.

Apply LAIDLEY, IRELAND, and CO., Lloyd's Chambers.

WANTED, VESSELS to carry Coals from Hexham to Sydney. Despatch guaranteed. Apply at the Miami Colliery Office, No. 5, first floor, Exchange, Sydney.

ANNIVERSARY REGATTA.—For SALE, a splendid Open Sailing BOAT, two suits sails. Price £12. Apply Mr. BROWN, Woollom Cottage, Miller's Point.

OBSERVATORY.—In consequence of the unfavourable state of the weather, the period of admission for January 7th will be available on the 6th of February.

W. SCOTT.

VAUCLUSE.—The secretary of some Society having applied, by letter, to the undersigned for permission to have a picnic at Vaucluse, on the day of the Anniversary of the colony, and the letter having been lost or mislaid, the undersigned takes this opportunity of saying that the party so applying may have their picnic at Vaucluse on that day, on the following conditions, viz. 1. That they go there by water; 2. That they carry off with them on their return their empty and broken bottles; 3. That they locate themselves for the day in such place as the old fisherman, Major Lee, may appoint; 4. That they do not set fire to the bush, and to prevent the necessity of any such applications in future, the undersigned gives notice that any respectable persons may picnic at Vaucluse on these conditions until further notice. W. C. WENTWORTH. January 11th.

LONDON INTERNATIONAL EXHIBITION.—New South Wales Branch.—Wool.—The samples of wool intended for transmission to London, and those sent to compete for Messrs. Mort and Co.'s gold medals, can be inspected by the public, at the Commissioners' Rooms, Pitt-street North, on Tuesday, Wednesday, and Thursday next, between the hours of 11 a.m. and 4 p.m.

By order. E. W. LAYTON, acting secretary to the commissioners.

Sydney, 11th January.

H. R. N. S. N. CO.—The VACANCY at Morpeth is filled up by the appointment of Mr. MANTON.

P. J. COHEN, manager.

ODDFELLOWS SONS OF PERSEVERANCE LODGE, G. U. O.—Notice is hereby given to the members of the above lodge that the services of Mr. T. LANDER, 211, Crown-street, Surry Hills, have been accepted as Medical Adviser; and likewise those of Mr. SURRELL, chemist, South Head Road, for the purpose of dispensing prescriptions.

By order of the president,

J. MORROW, secretary.

January 10th.

ESTATE of G. J. DIXON, Esqre.—Creditors in this estate are requested to send in their claims to the office of the undersigned, on or before the 15th instant. JOHN FRASER and CO., 87, York-street, Sydney. January 11th.

PERSONS ADVERTISED FOR.

ANY PERSON acquainted with JOHN MAXFIELD, of Parramatta, N.S.W., is requested to send his address to his BROTHER, RICHARD, care of Thomas Sheridan, Gaffney's Creek, Jamieson River, Victoria.

CHARLES JOSEPH LAKE, Esq., late of New Zealand, will find a letter awaiting him, addressed at the Post Office, Sydney.

HOPKINS.—STOUGHTON.—If HENRY HOPKINS (native of Stoughton, Chichester, Sussex), will send his address to T. H., care of Captain Pinel, ship Tiptree, Sydney, he will immediately hear from his brother THOMAS.

IF THIS should meet the eye of Mr. W. W. MARTIN, of Pelham, he is requested to call at Mr. JOSSELIN'S, George-street, Sydney.

W. SPERLING, Tailor.—Required the address of this person, G. P., HERALD Office.

JAMES STEPHENS, formerly of Francis-street, a LETTER lies for you at the General Post Office.

JAMES MOORE.—If this should meet the eye of James Moore, of Shangallan, county of Limerick, Ireland, who arrived in this colony about sixteen years ago, his brother, THOMAS MOORE, at Mr. Marter's, Bargo, would be glad to hear of him.

ROYAL VICTORIA THEATRE.—A new comic scene in the Christmas Pantomime.

MONDAY and TUESDAY EVENINGS, January 13th and 14th,

The performance will commence with the new domestic Drama, entitled

KATE WINSLEY, THE COTTAGE GIRL.

To conclude with (on a scale of magnificence hitherto unattempted in the colony), the grand fairy burlesque extravaganza, entitled

ALADDIN!

The management take great pleasure in informing the public that they have effected an engagement, for a limited number of nights, with

Mr. JEFFERSON,

the celebrated eccentric Comedian.

FIRST APPEARANCE, MONDAY, February 3rd.

TEMPERANCE HALL.—THE BUCKLEY MINSTRELS and TOM WILSON, THIS EVENING. New programme. CHARLES WALSH, manager.

DANCING.—Mrs. C. REES'S Quadrille Party on TUESDAY next. Assembly Rooms, William-st.

DANCING ACADEMY, 103, Elizabeth-street, near King-street.—Mr. W. CLARE'S Classes on Mondays and Thursdays; juveniles at 4 p.m.; adults at 7. Private lessons by arrangement; schools attended.

DANCING.—Mr. W. CLARE'S Quadrille Assembly, THIS EVENING, 103, Elizabeth-street, near King-street.

DANCING ACADEMY, 147, Pitt-street.—Mr. F. H. NEW Classes on MONDAYS and THURSDAYS. Juveniles, for dancing, deportment, and exercises, at 6 o'clock; adults, at half-past 7.

SINGING CLASS.—The first of a course of Elementary LESSONS will be given THIS EVENING, at the School of Arts. C. CHILLETT.

NO. 4 COMPANY S. B. V. R.—The Annual General MEETING, in accordance with the by-laws, will be held at the Volunteer Office, THIS EVENING, the 12th instant, at 8 o'clock. Besides the election of a committee, amendments of the by-laws, the committee with the fines and weekly drills, will be submitted to the meeting.

W. CATHCART STILL, Captain.

ORPHEONIST SOCIETY.—The Quarterly General MEETING will be held at the Society's Rooms, at 8 o'clock THIS EVENING. Elementary Class at 7. Choral Practice after the business of the meeting.

H. N. MONTAGU, hon. secretary.

VICTORIA CLUB.—Notice.—A Ballotting MEETING will be held on MONDAY, the 13th instant, from 12 to 3 o'clock p.m. By order of the committee.

W. H. CATLETT, Secretary.

THE Annual General MEETING of the Sydney Volunteer Artillery, will be held at the Volunteer Club, on WEDNESDAY, the 15th January, at 3 o'clock p.m. In addition to the ordinary business some proposed amendments in the rules and regulations of the corps, will be submitted to the meeting.

WILLIAM MACLEAY, Captain.

COMMERCIAL BANKING COMPANY OF SYDNEY.—Notice is hereby given that the Half-yearly General MEETING of the proprietors will be held at the Bank, on FRIDAY, the 24th January, at noon, to receive the report of the Directors for past half-year, and to transact such other business as may be brought forward, in terms of the deed of settlement.

By order of the Board,

ROBERT NAPIER, manager.

CRICKET.—A General MEETING of the Parramatta Cricket Club will be held at Mr. Williams' Hotel, on MONDAY EVENING, January 13th, 1862, at 8 o'clock. All gentlemen supporters of the above are particularly requested to attend. JOHN DOBSON, Hon. Secretary.

SYDNEY EXCHANGE COMPANY.—The Half-yearly General MEETING of the shareholders in the Sydney Exchange Company will be held within the Chamber of Commerce, on MONDAY, the 20th of January, at noon, for the purpose of receiving the report of the directors, with a statement of accounts for the preceding half-year, and transacting any other business that may be brought before the meeting.

HENRY CHERRY, secretary.

Exchange, January 6th.

SOCIETY for the RELIEF of DESTITUTE CHILDREN.—The Annual MEETING of this Society will be held in St. James' Infant Schoolroom, Castlereagh-street, on TUESDAY EVENING, the 14th instant. The chair will be taken, at half-past 7 o'clock, by his Excellency Sir John Young.

ALFRED H. STEPHEN, honorary secretary.

WARWICK CLUB.—A Committee MEETING, THIS EVENING, at Pardoe's, Elizabeth-street, at 8 o'clock, for the purpose of admitting members, and forming the club into sections. J. A. TAFT.

SYDNEY UNIVERSITY BOAT CLUB.—The Adjourned General MEETING will be held at Mr. HOLDSWORTH'S Boat Shed, Woolloomooloo Bay, THIS DAY, at 4.45 p.m. Business: Regatta gig race.

PADDINGTON READING ROOMS.—A General MEETING of members will take place at the above institution, on MONDAY next, the 13th instant, for the purpose of electing officers.

NEWCASTLE WALLSEND COAL COMPANY.—NOTICE is hereby given that the half-yearly general MEETING of the shareholders will be held at the Company's office, No. 1, Exchange, Sydney, on THURSDAY, the 30th instant, at 3 p.m. To receive the report of the directors for the half-year ended the 31st ultimo; to elect a director in the room of M. E. Murnin, Esq., who retires by rotation; to elect two auditors for the ensuing year; and to transact other business that may be brought before the meeting.

J. WILLIAM BROOKES, secretary.

NEWCASTLE WALLSEND COAL COMPANY.—CANDIDATES for the office of Director in the room of M. E. Murnin, Esq., who retires by rotation, are requested to give notice in writing to the undersigned at least fourteen days prior to the 30th instant.

J. W. BROOKES, secretary.

NEWCASTLE WALLSEND COAL COMPANY.—Notice is hereby given that JOHN BREWSTER, Esq., Sydney, has announced himself as a Candidate for the office of Director in this Company.

J. W. BROOKES, secretary.

CONGREGATIONAL CHURCH, Pitt-street.—On TUESDAY EVENING, a Tea Meeting of the Church and congregation will be held, at half-past 6 o'clock, in the schoolroom. Afterwards a public meeting will take place in the Church, when the Rev. WILLIAM CUTHBERTSON will take a formal leave of his friends, previous to embarking in La Hogue, on a visit to England. Tickets for the tea, 2s. each; to be obtained of Mr. Fox, Pitt-street; of Mr. C. Hicks, Park-street; or of Mrs. Brown, chapel-keeper. Children under 12 years of age will not be admitted.

MASONIC.—Leinster Marine Lodge, No. 355.—Brethren of this Lodge are requested to attend the Monthly MEETING, THIS EVENING, at half-past 7 o'clock. By order of the W. M. THOMAS J. STUTCHBURY, secretary.

PITT-STREET TRAMWAY.—In order to avoid inconvenience and delay, the Tramway Car in connection with the Railway, will not stop to take up or set down passengers except at the following places, viz:—

Bridge-street
Hunter-street
King-street
Market-street
Tattersall's Hotel
Park-street
Bathurst-street.

JOHN RAE, Commissioner for Railways.

Department of Public Works, Railway Branch, Sydney, 8th January, 1862.

WOOL.—The undersigned is a CASH purchaser of this season's clip, or will make advances on the same, consigned to his correspondents in London. M. M. CAMPBELL, Cloth Manufactory, Sussex-street.

REDUCED FARES PER MAIL TO LAMBING FLAT, VIA GOULBURN AND YASS!!!—On and after MONDAY, 13th January, the fare from and to Campbelltown and Lambing Flat, by the Southern line of coaches, will be reduced from £2 15s. to £5. Each passenger allowed fourteen pounds luggage. Booking Office, Sydney.—Mr. JOHN HOLMAN, White Horse, George-street. CRANE and ROBERTS.

THE UNDERSIGNED being about to proceed to Europe by the Great Britain, and will return about November, is prepared to receive Commissions and Indents, which he will execute with fidelity and despatch, on moderate terms.

All orders must be in hand previous to the 22nd instant.

W. W. BUCKLAND, Macquarie-place.

London address—Messrs. RAMLAM and BUCKLAND, 69, Cannon-street West, city.

ANNIVERSARY REGATTA.—The SALE OF BOOTHS and stalls will take place on MONDAY EVENING next, at 8 o'clock, at Tattersall's Hotel. Stallholders will not be permitted to sell drinks of any description. No stands or hawkers allowed without the sanction of the committee.

RICHARD DRIVER, Jun., hon. sec.

ALL-ENGLAND ELEVEN V. NEW SOUTH WALES.—The First Great Match between the ALL-ENGLAND ELEVEN and NEW SOUTH WALES will take place in the Outer Domain, on the 25th, 27th, and 28th January. Admission to the ground, one shilling each day.

ALL-ENGLAND ELEVEN V. NEW SOUTH WALES.—Messrs. SPIERS and BOND beg to acquaint the Ladies and Gentlemen of Sydney and in the vicinity, who intend witnessing the Match, that they have made arrangements with Mr. Marlborough for the erection of a GRAND STAND, in the construction of which the comfort of visitors has been specially attended to.

ALL-ENGLAND ELEVEN V. NEW SOUTH WALES.—NOTICE TO LICENSED VICTUALLERS.—The BOOTHS for the First Great Match, commencing 25th January, will be SOLD by A. MOORE and CO., at their Mart, Pitt-street, on WEDNESDAY next, 15th instant. A Plan of the Ground is now on view.

NOTICE OF DISSOLUTION.—The Partnership hitherto existing between the undersigned, under the style or firm of HALL and ALDERSON, expires this day, by effluxion of time. The business will be continued as usual by William Maddison Alderson, in connection with his father, William Henry Alderson, and Thomas Alderson, under the style of ALDERSON and SONS, by whom all accounts of the late firm will be settled.

(Signed) THOMAS B. HALL.
W. M. ALDERSON.

Witnesses—THOMAS SOUTHERN.
221, Elizabeth-street, December 31st, 1861.

NOTICE.—Mr. BENJAMIN BUCHANAN has this day been admitted a PARTNER in the firm of THOMAS S. MORT and CO. and MORT and CO.

Pitt-street, January 1st, 1862.

ADER'S (late with Deeper) Central HAIR-DRESSING ROOMS, 410, George-street, north of King-st.

AGISTMENT.—ROSTY HILL, Brown's Inn, Scotts, 5d. per week; care taken, but no responsibility incurred. Apply S REBBLEWHITE, 293, Pitt-street; J. BELL, Percy Hill.

CORNS EXTRACTED, without the slightest pain, definitive nails, and all incumbrances of the feet thoroughly cured, by Mr. ALEXANDER, chiropodist, 334, George-street, between King and Hunter streets.

CARD.—Mr. H. N. MONTAGU, B.A., Tutor in Classics, Mathematics, and Modern Languages, Belvoirlea Cottage, 52, Beaconsfield-street, near St. Peter House. Private lessons in the above branches, bookkeeping, &c.

Mr. MONTAGU resumes his professional duties on the 15th.

DR. BERNCASTLE, Surgeon and Oculist; at home from 9 to 1, 2 to 3, 7 to 8. 220, Macquarie-street.

F. JONES, Dyer and Scourer, 503, George-street South. Feathers beautifully cleaned and dressed.

FEATHERS Cleaned, Dyed, and Dressed, by the French dyers and scourers. 74, South Head Road.

FOX'S EXPRESS, with light freight and passengers, for GOULBURN, on MONDAY. 174, George-street South.

FREE SELECTION.—Timber trade, locality, and all particulars. Principals only. Dundas Arms, Sussex-street.

MR. BENNETT, Dentist, 11, Hunter-street, pupil of Mr. John Weiss, Esq., M.C.D.S., London.

MR. ROBERTSON, Architect, removed from 16, Pitt-street to E. Cutler's, paperhanger, &c., 344, George-street.

PARRAMATTA.—REMOVAL.—C. A. BERNACCONI, from Harvey's-buildings to the large premises lately occupied by Mr. J. Gallagher, George-street, Parramatta.

REMOVAL.—W. TAYLOR, Timber Merchant, from Market Wharf to Jacques' Wharf, Sussex-street. Every description of foreign and colonial timber can be supplied, at most reasonable prices.

W. WILLINGTON is making a SHIPMENT of PARCELS to Pickford and Co., per Star of Peace, for the United Kingdom, New York, and the Continent of Europe. Small parcels, 1s. 148, Prince-street, Sydney.

£1 REWARD.—Lost, a signet RING, set with a blood stone. Apply at 749, Macquarie-street.

£10,000 TO LEND, on mortgage, in one or more sums. ALLEN and BOWDEN, solicitors.

£1500 TRUST MONEY to LEND, on city property. ALLEN and BOWDEN.

STRAYED into my yard, two GEESE. Any person giving a description, and paying the expense, can have them by applying to Mr. DAVIS, 414, Pitt-street South.

LOST, a RECEIPT-BOOK. The finder will be rewarded by bringing it to F. N. RUSSELL and CO.

LOST, on Saturday afternoon, a CANARY BIRD, with gold green. Any person returning it to Mr. SKINNER, draper, 220, Pitt-street, will be rewarded for the trouble.

£2 REWARD.—LOST, a POCKET-BOOK, on the Balmain Wharf, containing papers of no use to anyone but the owner. JAMES COX and CO., Balmain Wharf.

FOUND, a BOAT, with no name; the owner can have the same by applying at REDFERN'S Wharf, Lower Dixon-street, by describing it, and paying expenses.

TO ROAD CONTRACTORS.—TENDERS are invited for the Formation, Ballasting, &c., of a portion of Darling-road, Balmain. Plans and specifications may be seen, and particulars obtained, on application to JAMES M'DONALD, surveyor, Cornell Chambers, Balmain, where tenders are to be addressed, on or before MONDAY, 13th, at 7 o'clock in the afternoon. The Council do not bind themselves to accept the lowest or any tender.

Municipality Chambers, Marrickville.
3rd January, 1862.

TENDERS will be received at the temporary Council Chambers, at Mr. Hanley's, Denbigh Cottage, Marrickville, until 7 o'clock p.m. on MONDAY, the 13th instant, from persons willing to CONTRACT for the Assessment of the Houses and Lands in the Municipality of Marrickville, and for completing a plan showing the whole of the properties comprised in the said municipality.

The plan may be seen, and further information obtained, at the temporary chambers, between the hours of 4 and 7 o'clock p.m. each evening.

GERALD HALLIGAN, chairman.

PASTURAGE.—To Carcass Butchers, Cow-keepers, and others.—Sealed TENDERS are invited by the Hyde Park Improvement Committee for the following privileges, viz:

1st. That of depasturing Sheep only on Hyde Park, up to the 31st of December next.

2nd. That of depasturing Sheep and Cattle on the four Hyde Park paddocks east of College-street, up to the same date.

3rd. That of mowing the Grass growing in Park plantations.

The conditions upon which they will be severally leased can be obtained on application to the undersigned, to whom all tenders are to be addressed, on or before SATURDAY, the 18th instant.

Tenders will be received singly or for the whole.

The committee do not bind themselves to accept the highest or any tender.

W. H. CATLETT, Secretary.

261, Elizabeth-street, 10th January.

TO BUILDERS.—TENDERS are invited for the removal and erection of premises of Messrs. Ashdown and Co., at the corner of King and George streets, in accordance with plans and specifications to be seen at our offices. Tenders to be delivered on or before the 21st instant. The architects do not bind themselves to accept the lowest or any tender. BERRY and SON, architects, New Pitt-street, opposite the Exchange.

TO BRICKLAYERS.—TENDERS wanted for labour only, for one house, two wells of two cottages, in Oxford-street. Apply on 242, Elizabeth-street, Sydney.

BUILDERS.—TENDERS required for building a Wooden Building, as temporary Billiard room for Volunteer Club. Wanted, Billiard Table for ditto. Apply Volunteer Club.

BRISBANE MUNICIPAL COUNCIL DEBENTURES.—In conformity with the provisions of the Municipalities Act Amendment Act of 1861, 25 Vic. No. 16, the Municipal Council of the City of Brisbane, having published the intention of the Governor and Executive Council, will receive sealed TENDERS at the Municipal Council Chambers, Brisbane, until noon of MONDAY, 10th February, 1862, from persons desirous of advancing the whole or any portion of the sum of Ten Thousand Pounds, on the following security, and subject to the undermentioned terms and conditions, viz.:

1.—Each tender must be for the amount of one or more Debentures, and must be endorsed "Tender for Brisbane Municipal Council Debentures."

2.—If the tender be accepted, Debentures of £100 each, for such amounts as may be demanded by the contractor, secured upon the entire revenue of the Municipality, will be issued for the sum advanced, and will bear interest at the rate of 6 per cent. per annum, payable half-yearly on the 1st January and the 1st July.

3.—The principal will be paid in five years from the date of the Debentures, and shall be payable in Brisbane or Sydney.

4.—The interest will be payable either in Brisbane or Sydney, and the place at which the first payment is to be made will be endorsed on the Debentures; any changes which it may be desirable to make in this respect must previously be registered and endorsed on the Debentures at the Council Chambers in Brisbane, or at the office of the banking agents in Sydney, six months prior to the date on which such interest shall be payable.

5.—The Debentures shall be transferable by delivery.

6.—The amount tendered, if accepted, must be paid in cash.

7.—The Brisbane Municipal Council will not consider itself bound to accept any tender which may not be deemed the most eligible.

(Signed) JOHN PETRIE, Mayor.

Brisbane Municipal Council Chambers, 7th January.

TO BUILDERS.—TENDERS are invited up to the 21st instant for the erection of an eight-roomed COTTAGE at Waverley. Plans and specifications to be seen at the office of Mr. THOMAS ROWE, architect, 400, George-st. Masons' work may be tendered for separately.

MESSRS. FARMER and PAINTER have made, for the convenience of customers, an ENTRANCE to their premises from George-street, by the gateway, No. 448, nearest to market-street, which is now available to the public desirous of entering or leaving their premises from or to George-street.

PHOTOGRAPHY.—Selling Off, Great Bargains.—The undersigned being about to leave the colony is determined to sell off the remainder of his stock of goods considerably under cost price. Amongst them will be found a complete set for portraits or views, 10 x 8 or under by Ottewill with Ross lenses. A Captain Fowlers camera for 10 x 8 in the dark box; a double lens stereoscope, with Ross one-quarter lenses, will take portraits or views instantaneously. An Ottewilles stereo box camera with Ross lens; 4 0 x 7 camera, by Horne and Thornthwaite, with calcareple lens, &c., &c. Full particulars forwarded to any address and every facility given in trying lenses and apparatus. F. CRAWFORD, 48, Whitelff's-buildings, near the Wharf, Bathurst-street.

TO BAKERS and CONFECTIONERS.—To be DISPOSED OF, with immediate possession, an excellent BAKING BUSINESS, with large premises, fitted up as a restaurant and confectionery establishment. Stock and fixtures to be taken at a valuation. For further particulars apply at the Temperance Restaurant, Auburn-street, Goulburn.

CALIFORNIA FLOUR.—For SALE, to land ex Ida of France, 3715 half and quarter bags National Mills brand of finest silk-dressed Flour, consisting of superfine, extra family, and baker's extra qualities. This flour, being a superior kind to that generally imported, is admirably adapted for the use of pastrycooks and fancy bread makers, and will be sold by the undersigned in lots to suit purchasers. BEILBY and SCOTT, Pitt-street.

CALIFORNIA FLOUR, ex Edmund Waltham, Pioneer, and Golden Gate brands, in 100 lb. bags. BEILBY and SCOTT.

ALSOPP'S ALE and BARCLAY'S PORTER, bottled by Friend, in cases and casks, just landed, and in prime condition.

BEILBY and SCOTT.

A GOOD MILKWALK to be SOLD. Enquire at Mr. ABBOTT'S, grocer, 195, Parramatta-street.

A YOUNG GIRL, who can work at her needle and be generally useful. No. 2, O'Connell-street.

A COMPETENT Person required as CHILDREN'S MAID. Apply at Glanvirnh, Darling Point.

AT GRAHAM'S, 195, King-street.—Wanted, a Shoeing-smith, a Groom for an hotel, Dairymaid. On Hire, Male and Female Servants.

ACCOMMODAT

LAW.

SUPREME COURT.—FRIDAY.

SPECIAL SITTING IN BANCO.

BEFORE the full Court.

EX PARTE PARKER, IN THE MATTER OF BRENAN.

Sir Alfred Stephen, C.J., delivered the judgment of the Court in this case as follows:—

The rule in this case is against an Attorney, calling on him to answer the affidavits of James Parker and Sarah, his wife, William Fox Parker, their son, and Mr. Russell, their attorney, and to discover on oath all correspondence between him (Brenan) and a Mr. Roche, of Dublin, respecting an annuity of £30, bequeathed to Mrs. Parker by her father, secured by permanent rent-charge on a dwelling-house there; as also to account for all sums received by the said Brenan in respect of that annuity or otherwise, for Mrs. Parker, and to render an account of his disbursements and charges in the matter, and deliver up all deeds belonging to the applicants.

The affidavit of Mrs. Parker, sworn in October last, states that in or about the early part of 1853 she employed Mr. Brenan to recover the arrears of that annuity, and sell her right thereto. The annuity was originally her's for life only, with remainder to a brother, but it had become her own, absolutely, by devise from him. She says that at that time there were ten years' arrears due to her, besides interest thereon; but that she has never received from Mr. Brenan more than £120, on account of the whole annuity past and future:—that he told her, in June 1856, that he had received from his Dublin agent, Mr. Roche, a bank order for the settlement of her business; but he would not shew her the letter, or the writing on the order, and she did not know how much the latter was for, nor could she ascertain how much he (Brenan) had received—although she admits that she and her husband accompanied Mr. Brenan to the bank to receive the money, and that they afterwards executed some deed in respect of it. Mrs. Parker explains this by saying, that she did not know what the document was, and that Brenan assured her it was only an acknowledgment for £120, which he then had paid her; and which she received on the full assurance and expectation that she was to get more. She declares that she never agreed to allow Mr. Brenan one-half, or any other proportion, of what might be recovered; that the house on which the annuity was secured yielded a rental of £240 a year; that she expected to have obtained £700 by the sale of it; but that, excepting the £120, and a sum of £10 "deducted" for costs (and which she immediately "lent" to her husband to defray some expenses connected with business of their deceased son-in-law), she has received nothing from Mr. Brenan, and has never known or been told, until after this proceeding had been threatened, what his charges were.

In reference to a statement in one of Mr. Brenan's letters, dated in September last, that the money obtained by Mr. Roche was the result of a compromise, Mrs. Parker says that she can conceive no occasion for any such proceeding, the property forming the security being so valuable, and that she was offered £500 for the annuity in 1843. She says that to this day, she cannot tell whether the whole of it or only a portion has been disposed of. She states also, by implication, that the only charge on the arrears was a sum of £50, payable to a Mr. Edmonds. Finally Mrs. Parker declares that she has repeatedly expressed dissatisfaction at the small amounts paid to her, and applied to Mr. Brenan for more money, and for information, but without success; and she accounts for her and her husband's long delay in seeking redress by their straitened pecuniary circumstances.

There is another complaint in the affidavits, respecting a sum of ten guineas due to Mrs. Parker by a Mr. Sterling, since deceased, for teaching music. This sum, the complainant alleges that she employed Mr. Brenan, about four years ago, to recover; but that he has only given her £2, although she ascertained from Sterling that the whole amount had been paid into Brenan's hands.

The affidavit of Mr. Parker, the husband, confirms the statement of his wife as to the interviews with Mr. Brenan in June, 1856. He says that the latter always evaded answering their applications, both as to what sum had been received, and what the arrangement in Ireland was:—he did not know that the document executed by him and Mrs. Parker was a release:—and he gives as an additional reason for delaying all complaint till now, that Mr. Brenan often promised to obtain for him a Government situation. Mr. W. Fox Parker expresses his belief, that his mother's statement are true, and adds that he never heard of any final settlement of the matter—much less that she had expressed satisfaction at it. Mr. Russell's affidavit merely sets out the correspondence, commencing in July last, between himself and Mr. Parker's attorney and Mr. Brenan; and it does not appear to us to require any comment.

In answer to these, an affidavit has been made by Mr. Brenan, and one (of no great importance) by his clerk—and, subsequently, some others have been filed, together with affidavits in reply. It was then agreed between the parties, that the whole should be left to us, for decision of the matter without argument; but with power to require production, by Mr. Brenan, of the correspondence and documents referred to in the rule. We have since received from that gentleman, in Mr. Russell's presence, the documents hereinafter referred to, which Mr. Brenan stated, on oath, to be the only papers which he can now produce or find, and the following, after conference and full consideration of the matter, is our decision on the subject.

Before noticing in detail any of these affidavits, either in answer or reply,—or touching on the main question, whether any agreement was made for retention of the money covered by the bank order, beyond the £120 paid, and whether such an agreement between an attorney and his client can be sustained,—we think it right to observe on the gross improbability, in certain portions, of the complainants' affidavits, and of their proved inaccuracy in other parts, when contrasted with the documents and correspondence. Mr. and Mrs. Parker appear not to be ignorant or uneducated persons, neither are they without experience. The former is described as a gentleman, the latter is or was a teacher of music. They have a son, a warehouse man or in trade. Before leaving Ireland, they had borrowed moneys, and executed deeds; and, at the time of the remittance from Dublin, they were much in want of money, and expecting (according to Mrs. Parker) several hundred pounds, as the produce of their annuity, if sold, or at least £300 for the arrears only. Yet they permit Mr. Brenan to hand them £120 only, without insisting on his telling them what was, or what had become of, the rest of the remittance:—they go to the bank, and there with him receive the money, yet never knew the amount obtained,—they execute afterwards a deed, without understanding its purport or object; and finally, still in distress, and still expecting more money, either from Dublin or the respondent, they allow above five years to pass over their heads, without employing an attorney (or, so far as is stated, even seeking to employ one), to vindicate their rights. And this, although both, according to their own showing must have known, from Mr. Brenan's refusal of all information, and from her discovery of his conduct in Mr. Shiling's matter, that there was nothing to be hoped for from any other course.

But we immediately discover, from the documents, how very materially the memory of these complainants has failed them. They are anxious to obtain possession of a deed (Mrs. Parker speaks only of one), stated by them to have been left with Mr. Brenan; which, it appears, was supposed to be the evidence, or one of the evidences, of her title to the rent charge. It is clear, however, that there can have been no such deed. The annuity was created in her favour, by her father's will; and her brother's ultimate interest in it, as already stated, was bequeathed to her by the will of the latter. Mr. Brenan is doubtless right, therefore, when he states that Mrs. Parker's only evidence of title was a copy, certified or examined, of those documents, which he sent to Mr. Roche, with her power of attorney for effecting a sale of her property. He produces, nevertheless, a deed of Mrs. Parker; but it is one perfectly valueless to her—for it is merely the original, or a duplicate, of a mortgage executed by herself and husband to William Collis, as security for a debt of £100 due to him by them. The contents, however, as throwing light on the subject, are important. This deed, dated the 27th October, 1836, is executed not only by them, but by her brother Patrick, described as heir-at-law of the deceased Patrick Fox, her father; and the house is there mentioned as at that time producing the "annual profit-rent of £46 3s. 1d. *currency* only. The annuity was assigned for four years, to meet Collis's claim. In 1843, it appears Mr. and Mrs. Parker again mortgaged the annuity to a Mr. Edmonds, to secure £76—for which sum, with interest, the property was assigned for ten years." It is possible that at this time the former mortgage was paid off; and Mrs. Parker's possession of the deed, if the original and only one, would be evidence of the fact. But as we collect from his letter of 21st July, 1852, now lying before us, (a copy of which, so far as it affects this matter, is set out in Mr. Brenan's affidavit,) Mr. Roche laboured under the impression, after inquiry from the tenant, that Collis also was still a creditor. Be this as it may, that communication shows that, up to 1852 at least, *Edmonds'* claim continued a charge upon the annuity.

We proceed to trace the facts from the correspondence and documents. Early in (or prior to) that year, it is obvious, Mr. Brenan's instructions must have been given, and Mr. and Mrs. Parker's powers conveyed, to Mr. Roche; or that gentleman could hardly have been in a position, in July, to communicate all the particulars contained in his letter. And from these it appears (taken in connexion with another letter from him to Mr. Brenan, dated in February, 1856, of which more presently), that in 1845 the property had become the subject of a chancery suit—instituted by a creditor of the deceased Mr. Fox, the author of the annuity. That creditor therefore was entitled to be paid in preference to the annuity; and Mr. Edmonds was necessarily made a party, with other claimants on the estate. Under such circumstances, it is of course impossible to say that any incumbrancer's claim, much less Mrs. Parker's, was worth a shilling. And hence it is easy to understand, that in 1852 or 1851 when Mr. Brenan swears that he was first consulted, she and her husband would be glad to obtain what they could; and that, destitute themselves of pecuniary means, they might have been willing to sacrifice half the possible proceeds, to procure competent professional assistance on the spot, to protect their interests in such a complicated state of things. But, whatever the fact as to this, one thing is certain. Mr. Roche could only have derived his authority to act, from *them*; and consequently, if any compromise was effected by that gentleman, (which, though assumed by Mr. Brenan, does not appear very clearly,) and if it was injudicious or otherwise wrong, the former alone is responsible. It is most improbable, that any instruction on such a matter would have been given, beforehand, by a solicitor at this distance from the scene, or that any solicitor on the spot would have acted on it, if injurious to his client.

We conclude from the correspondence, however, that things took their natural course. In December, 1851, Mr. Roche writes that a new liability had been discovered, and that the property was in the Encumbered Estates Court; from which he should be able to get something, though not much. At length, in February, 1856, comes the letter, (of which, as in the former case, a copy is given in Mr. Brenan's affidavit,) in which he announces the fact of a sale by that Court, and the distribution of the proceeds primarily among the creditors. Mr. Roche then mentions the division of the balance, between two annuitants, Mrs. Parker and a Mrs. Lithgow; leaving in his hands, after deducting costs and charges, £209 19s. 10d, which he remits to Mr. Brenan by a bank draft, payable to the joint order only of Mr. Parker and that gentleman. An account is enclosed, in which the particular allocation to those annuitants, in stated proportions, is mentioned to have been *directed*:—and if so, Mr. Roche had no discretion to exercise in the matter.

The bank draft is before us, bearing the indorsement of Mr. Parker, who admits that he was present when the cash for it was obtained. We have also the release, (a duplicate of it,) executed by him and his wife to Mr. Roche. It is very short, and plainly written; the amount received is conspicuously inserted, in four different places; and, in one of these, it is stated to have been awarded, and paid, in full of the annuity; while, within six or seven lines above the signatures, are words which could have left no room for doubt as to the nature of the instrument. In the face of such facts, coupled with what has preceded in this judgment, irrespective of any oath by Mr. Brenan, we confess ourselves unable to believe that nevertheless Mr. Brenan effectually concealed, and the complainants were ignorant, what that deed was, or what the amount remitted was; and that they thought the instrument was merely a receipt for one hundred and twenty pounds.

Mr. Brenan's account of the matter is, that he explained everything fully to these parties; telling them that he charged £10 for costs to his firm, in respect of the business done in the colony, which sum he afterwards, by the consent of his partner, lent Mr. Parker; and, in effect, (though this is expressed in by no means clear terms,) that he retained the rest for his own risk, and services, in procuring the settlement.

Mr. Brenan calls this compensation, as we understand him, a *commission*; but the phrase seems not to be quite an accurate one. The amount remitted having been £210, in round numbers, and £120 being paid to the Parkers, and £10 charged for costs properly so called, he retained for his own use £80. Now, in the desperate state of their affairs in 1851 and 52, (desperate certainly to persons situated as they were,) this may not have been an unreasonable reward, or portion of the money recovered, for them to have agreed beforehand to pay, in case of success; or which, without any such agreement, they were finally willing to surrender to the individual who possessed and had used the means, without which they might never have obtained a farthing. On Mr. Brenan's side, that sum may have been an exorbitant charge to make, or unfair amount previously to stipulate for, and eventually to receive, for the service rendered, especially if nothing was to be paid in case of failure. For, as Mr. Brenan has urged in his affidavit,—when stating what passed between him and the complainant, during the four years' progress of the case, if not before he embarked in it,—he was acting rather as their agent, than as a solicitor, in engaging at his own risk professional services in Dublin; he made himself answerable for his friend's charges there; he had to procure sureties for costs, these parties being out of the Irish jurisdiction, in case security for costs should be demanded; and, whether more or less laborious to himself, Mr. Brenan's services must have been every thing to them, while nothing might in the end be received to pay him. For reasons already given, we think that in 1851 or 1852, or later, an agreement that these employers should pay liberally for such services, to the extent even of half the money that might be received, was by no means improbable. But, whatever else it may be called, the reward for them would not, as we think, be properly a commission.

This, however, is of no material importance in comparison with the facts. Mr. Brenan swears that some such agreement was entered into; though his recollection, as to its precise terms, is remarkably loose and indistinct. He states positively, however, that in June 1856, the Parkers knew what he had received; that he explained the nature of the case to them, and showed them Mr. Roche's accounts and letters; that he told them also the nature of the release; and that the complainants took the one hundred and twenty pounds, and were not only satisfied but thankful:—and we see no reason why we should not believe him.

The complainants, then, know perfectly what the sum received was, and they fully assented to the respondent's charge, and his consequent retention of the balance. The question nevertheless remains, whether Mr. Brenan—being an attorney, and acting (as to portions at least of his employment) in that character,—can be permitted to retain the amount so charged, though assented to by them. And, secondly, having regard to the subsequent lapse of time, which we think insufficiently accounted for, and to the insinuations and charges brought by them against Mr. Brenan, in which Mr. and Mrs. Parker have utterly failed, the further question has to be determined, whether this Court will act summarily in the matter (supposing our opinion to be adverse to him on the first point), or will leave Mr. Parker to proceed by action at law.

In ex parte Yeatman, 4 D. P. C. 301, money had been voluntarily paid by the client to an attorney, under an agreement in character like the present; but there thirteen years had elapsed, and the Court refused to interfere. In ex parte Sharpe, 6 D. P. C. 717, the Court compelled the attorney to account, after a delay of nine years on the part of the client, unexplained by him; but the case was one of the receipt of money, received for the client, for the retention of which no excuse whatever was assigned, and, by reason of the statute of limitations, the debt was barred at law. In ex parte Whitcombe, 8 Beav. 140, a solicitor had taken a lump sum from his clients, (retaining it, as in this case, out of moneys of theirs coming to his lands,) in discharge of the costs of a suit in Equity; and Lord Langdale M. R. refused, on a summary application, to disturb that settlement. On the other hand, his Lordship dismissed the clients' petition without costs; remarking on the great danger which solicitors incur, when entering into such arrangements—and saying that the solicitor there had not acted with proper prudence. He observed, that such an agreement might be perfectly good; but that the Court, for the protection of parties, looked at every transaction of the kind with great suspicion:—that the matter might turn out to be perfectly fair and right, but that it naturally awakened the jealousy and vigilance of the Court, seeing that one of the parties has all the knowledge, and the other is in ignorance.

Applying those principles to the present case, we must acknowledge that there are some, and by no means immaterial differences in the facts. Except as to the ten pounds, appropriated for the firm of Brenan and Russell,—with which we have now no concern, and which in effect is still in Mr. Parker's hands, although by way of loan,—this involves strictly no question of taxable costs. The case was rather in its nature one of commercial agency. The business was to be transacted, not where the attorney practised, but in Dublin:—it was one in which success was precarious; the parties for whom he acted were destitute of means; and the solicitor in Ireland, who was also to act as their agent, in receiving and remitting any money recovered, was employed by Mr. Brenan, at—in effect—his own exclusive risk. Under such circumstances, independently of all question as to the delay, we will not undertake summarily to dispose of this case. If we referred the matter to the prothonotary, on what principles could he act in taxing Mr. Brenan's bill?—and yet are we to decide that the respondent is entitled to nothing? Let the complainants then resort to their remedy by action; in which the facts, and the rights of the parties can be better ascertained and determined, and for which, as six years have not yet expired, there is still time.

In cases to which the ordinary rule of taxation applies, it is hardly necessary to say that an attorney cannot bind his client, by any agreement for a specific sum in lieu of costs. A recent very striking illustration of the principle, extended to a kind of employment quite beside the ordinary duties of an attorney, will be found in Philby v. Hazle, 29 L. Jour. C. P. 370. And, in the still more recent case of Earle v. Hopwood, 30 L. Jour. C. P. 217, it has been held that an agreement between attorney and client, in respect of a suit to recover possession of an estate, that the latter should pay the former a sum proportioned to the benefit derived from success, the attorney advancing all necessary funds in the mean time, is on the ground of "maintenance," wholly void. We have no desire to depart, in any degree, from the principle of those decisions. But the present case may be found to be distinguishable; and, at present, we do not decide that point—or touch further, therefore, either on the question of maintenance or taxation.

With respect to the ten guineas, received—or supposed to have been received—from Mr. Stirling, of which it is alleged that two pounds only have been paid, it might be a sufficient answer to say, that as the transaction entirely occurred, both the employment and the assorted receipt of the money, during the partnership of Mr. Brenan and Mr. Russell, (each of whom remains civilly responsible,) the application should in form have been against those gentlemen jointly; although Mr. Brenan alone, perhaps, might eventually be found open to censure in the matter. But, for the reasons about to be given, we see no sufficient ground, at present, on which we should be entitled to adjudicate on this claim against either.

Mrs. Parker has Mr. Stirling's word, she says, for the fact of payment by him to Brenan:—which communication, it is plainly to be inferred from her narrative, was long posterior to her employment of the latter, and to her receipt of the £2 on account. It was only when her patience was exhausted, that she resorted to Mr. Stirling himself for information; and "thereupon" she went to the respondent to complain. But Mrs. Parker fixes the date of his employment, at "about" four years ago; so that the information from Stirling, as far as one may conjecture, probably took place less than four years ago—if not at a date comparatively recent. We have ascertained, however, that Mr. Stirling has been dead above five years. She is so far, therefore, very considerably mistaken; and Mr. Brenan swears, that the transaction must have occurred (if at all) at least six years ago. He states, however, that he has no recollection of any such matter; and, moreover, that he did not manage or interfere in that department of the firm's business.

Under these circumstances, and with so many reasons for distrusting the complainant's accuracy, already detailed, we certainly do not feel called on further to disturb the slumbers in which she has so many years permitted this alleged wrong to repose. It is our duty, as it is unquestionably our disposition, to watch vigilantly over the interests of litigants, and to repress with a firm hand every act, on the part of practitioners more especially, by which those interests may be prejudiced. But it would be neither just to the profession, nor conducive to the general welfare, to lend too ready an ear to suitors, who sleep year after year over grievances, real or supposed,—and only seek redress when they may probably take their adversary at a disadvantage; as in a case of this kind.

The deed of October 1836, will be delivered up to Mr. Parker, should he think it worth applying for. But, on all the other points, we dismiss the Rule obtained by him—although without costs.

HOSKISSON V. CHR.

Sir Alfred Stephen gave judgment herein as follows:—

This is an action by a landlord against the Sheriff, under the 8 Anne, c. 14, for removing from the demised premises certain goods, taken by him in execution thereon, and then (as the plaintiff alleges) liable to distress for rent, without satisfying a year's arrears thereof due, by the tenant. The declaration contains two counts, to the first of which no exception is taken; but the second is demurred to, on grounds which will be stated presently.

The law is clear, that a landlord may distrain for his rent upon goods found on the land demised, whose property soever they may be, and whether the tenant be then in possession of the land or not. Should the tenant, therefore, have underlet or assigned his term, the remedy by distress remains to his landlord as before, who can equally distrain for the rent due to him, on the goods of the assignee or sub-tenant. There is no reason why these should be protected more than the goods of a stranger; and were the law otherwise, any lessee might defeat his landlord's right of distress by merely subletting the premises for a portion of the term, retaining that right nevertheless against his own sub-tenants, for rents due by the latter to himself.

A landlord could not, however, distrain on goods in the custody of the law:—and consequently, but for the enactment in the 8 Anne, he would be at the mercy of any execution creditor, who might have obtained a writ against them. That statute enacts, that no goods shall be taken by the sheriff, by virtue of any writ of execution, on land leased for life or years, or otherwise, unless the party issuing such writ shall pay the landlord the rent then due—not exceeding a year's arrear. The landlord, therefore, is now sufficiently secured (certainly against his immediate lessee, if not also against assignees and sub-tenants), because the sheriff cannot, after notice of a year's rent being in arrear, remove or sell any goods on the premises liable to distress, until the amount of such rent has been satisfied.

The question to be decided is, whether the landlord in this case, the plaintiff, has shown himself to be within the protection of that enactment.

The second count states, that on the 1st July, 1861, certain goods were on land "then in the occupation of a certain person, to wit, Alfred Norris"—and that the plaintiff was the landlord of the said land, which was let by him (not specifying to whom) at a certain annual rent, and that he "was entitled by law to distrain" on those goods, for rent payable to him; and that £31 was then due for one year of such rent ending on the first day of January preceding: but that the defendant, being sheriff of the colony, by virtue of an execution "against one Alfred Norris" at the suit of William Hogan, took the goods, they being then distrainable as aforesaid, although he "had due notice of the rent so due being in arrear," and wrongfully removed them without satisfying any of the said rent.

The count is demurred to, because it does not allege that any tenancy was subsisting between "*the said*" Alfred Norris and the plaintiff, at the time of the levy; or even that the said Norris was at that time in possession of the premises said to have been demised.

Now it is by no means clear, from the ambiguity of the terms used, that there are not two persons of the name of Alfred Norris, indicated by the count—or intended so to be. The Norris, who is said to have occupied the land in July, 1861, may not have been the same Norris against whose goods the execution issued. The goods, it is obvious, need not have belonged to the occupier or tenant. It was sufficient for the purposes of a distress, if the goods were upon the land:—and it was sufficient for the purposes of the execution, if they belonged to the debtor against whom it issued. The ground of demurrer, therefore, as stated, is ambiguous; for only one Alfred Norris is there referred to—and which of the two is meant, the debtor Norris or the occupier Norris cannot be determined. Assuming the execution debtor to be intended, the demurrer is clearly unsustainable; for, as already observed, it is quite immaterial whether the execution debtor was the tenant or not. If upon the land, the goods were equally liable to distress, whoever was their owner. There may indeed be a question, whether—although entitled to distrain, the plaintiff can enforce his right against an execution creditor. But that question cannot depend on any controversy, as to the debtor or owner of the goods seized being also the tenant. For this, the reasons already given, and the words of the Statute, which prohibit in terms the removal of any goods, until after satisfaction of the rent, are sufficient authority.

The objection intended to be raised, therefore, must be taken to relate to the *occupier* Norris. If so, it is this; that no tenancy is alleged to have subsisted, at the time of the execution, between him and the plaintiff as landlord—that is to say, no tenancy immediately and directly to the plaintiff. It was contended on the argument that the allegation of such a tenancy is essential to the right of action in cases under the statute; since if the party in possession of the premises be an under-tenant, the enactment does not apply. For this latter position was cited Bennett's case, 2 str. 787, in which on a summary application against the sheriff, the court certainly is stated to have so held. It is moreover added, that the same has been already adjudged in another case named; and I find the decision cited without remark in all the text books.

The case, nevertheless, I conceive, if to be taken as laying down the general position, is open to question. In the first place, the party there moving was the "ground landlord" only—of probably a peculiar kind, and perhaps under limitations as to distraining. Secondly, the facts are very briefly stated in the report; there are no reasons given; and there does not appear to have been any discussion. Thirdly, the statute is most comprehensive in its terms; and it would not be easy to suggest, why its protection should be confined to the case of an immediate landlord only. If the landlord paramount can *distrain* for his rent, as he clearly may, notwithstanding any subtenancy, why should he not have the security afforded by this enactment against the fraud of a collusive execution, in the one instance, as in the other? The construction would enable lessees to make any such fraud successful, by simply subletting (especially if unsanctioned by the lease), and thereupon putting their own tenants into possession. But the Act was passed to protect landlords generally; and the owner of the fee simple, who has leased his land, assuredly remains equally its landlord, notwithstanding an undertenancy, sanctioned or unsanctioned.

I am of opinion, therefore, that it was not necessary for the plaintiff to allege, that a tenancy subsisted at the time of the levy, immediately and directly between himself and Norris, or the person then in occupation of the premises.

The further objection raised by the demurrer, that the count does not state that Norris (the supposed tenant) was in possession at the time of the levy, is equally invalid; for the plaintiff's right to distrain, or to be paid preferentially to the execution, would be exactly the same, whoever was then the possessor of the land.

The count does not allege, however, in fact, any *tenancy* in Norris at any time; the allegation being, merely, that on the 1st July, 1861, a person so called was in the "occupation" of the land—a fact quite as immaterial, unless for the purpose of identifying it, as that of occupation at any other period. Nor does the count state, except by inference, that any other person was tenant at any period. But it asserts, (substantially, though loosely) that at the time of the levy the plaintiff was landlord, and as such entitled to distrain for the rent, which was then overdue. There must therefore have been *some* tenant from whom the rent was due; and the tenancy must have continued to subsist, at the time of the levy, or the alleged right to distrain would have ceased.

I at first doubted whether such generality of statement was not fatal; if, only in respect of the notice to the sheriff, which was equally loose. To apprise that officer, as here, merely that the plaintiff was landlord of the premises, to whom rent was due, without saying how or from whom, would seem very scanty information. But, on the whole, I think that it was sufficient. Enough was communicated to put the defendant on inquiry; and it would seem (Colyer v. Speer, 2 B. and B., 69), that a sheriff is entitled to no more.

We have now to consider the pleas to this second count; being the sixth, and the three following pleas, on the record. The first alleges, that Alfred Norris did not occupy the land as the plaintiff's tenant. The second, that the amount of rent stated was not due to the plaintiff by the said Norris. The third, that the defendant did not take any goods, the property of Norris. And the fourth, that the plaintiff did not before removal of the goods give the defendant notice, nor did he know that any rent was due by Norris to the plaintiff. All these pleas are demurred to; on the ground, severally, that they neither traverse—nor confess and avoid—any allegation in the count, and that they raise immaterial issues, inasmuch as the plaintiff had not averred any tenancy between him and Norris.

It will sufficiently appear, from what has been said as to the count, that the first two of these pleas must be held bad. Assuming that, in point of fact, there were two persons of the name of Alfred Norris, it seems clear that each plea refers to the alleged occupier of the land—not the execution debtor. But the count, as already shown, does not allege that the person occupying was the tenant, nor that the stated rent was due from that person. The defendant, therefore, should simply have denied that there was any tenancy whatever, and that there was rent in arrear from any one. If, on the other hand, we suppose that there was only one Alfred Norris, so that the execution debtor, and the person occupying the land, were identical, the conclusion will be the same. The count does not assert that any person of that name was the tenant.

The third plea is clearly bad, on the authority of Forster v. Cookson, 1 Q. B. 419. The action is brought against the sheriff, for taking goods on which the plaintiff was entitled to distrain. Whether they were the tenant's goods, or those of some occupier not a tenant, or of a stranger to the land, the sheriff was equally restrained from taking them, to the landlord's injury. Now the count does not allege that the goods belonged to Alfred Norris, but merely that the defendant took them by virtue of an execution against a person so named. The third plea does not deny the latter allegation; and it is not easy to understand, therefore, how the defendant can be permitted to say, in his defence, that he took the goods illegally—which he must have done if they were not Norris's. But, in that event, it could not be true that he took the goods by *virtue* of an execution against Norris. It is immaterial, however, according to the case cited, whether the defendant did or did not make a mistake, in levying on the goods of a wrong person. For, in the language of Mr. Justice Patteson in that case, by seizing goods on which the landlord might have distrained, the sheriff did the plaintiff all the harm against which the statute meant to protect landlords.

The fourth plea is bad, for the same reason that has been assigned with regard to the first and second. As it is possible, consistently with the allegations of the second count, that the defendant had due notice of rent being due to the plaintiff, though not from Norris, to whom the notice there alleged to have been given is not said to have applied, it clearly cannot be an answer, that the defendant had no notice of rent being due *from that person* only.

The result is, that the plaintiff is entitled to our judgment on all the points taken in this case.

Mr. Justice Wise added:—It is unnecessary for me to set out the pleadings, which are the subject of the present demurrers; as they are fully stated in the judgment just delivered by his Honor the Chief Justice.

With the result of that judgment I agree; but not feeling the difficulty that the Chief Justice does as to the arrements with respect to Alfred Norris, I will proceed to state the ground upon which I rest my judgment.

I think the simple question raised by the demurrer to the second count is, whether—in an action against the sheriff for removing goods seized under a *fi. fa.*, after notice of rent due, without the payment of such rent—it is essential to show that the judgment debtor was tenant to the plaintiff.

The words of the statute, are "that *no goods whatsoever* being upon any lands which shall be leased for life or lives, term of years, at will or otherwise, shall be liable to be taken by virtue of any execution on any pretence whatsoever, unless the party at whose suit the said execution is sued out, shall, before the removal of such goods from off the said premises by virtue of such execution, pay to the landlord of the said premises all sums of money due for rent for the said premises at the time of taking such goods.

The declaration seems to me to bring the case within the words of the statute. These were goods on lands leased—they were taken by virtue of an execution, and the notice was given of a year's rent due for the premises, and the goods were removed without payment thereof.

The statute was passed for the more easy and effectual recovery of rents reserved on leases; the enactment is in the most general form; and in no way requires that the person against whom the execution is levied shall be the tenant of the landlord. Adopting the established rule of construing statutes, that the plain grammatical meaning of the words is to be followed, I am of opinion that the statute applies, although the judgment debtor is not the tenant of the landlord aggrieved. Such a case is also within the express object of the statute. It was to remedy the loss sustained by landlords, when they were deprived of the opportunity of distraining for rent, by the goods being taken into the custody of the law. Now, as the landlord can by law distrain on all goods upon the premises, the sheriff in such a case as this (to use the words of Patteson, J., in Forster v. Cookson, 1 Q. B., 426) has "done him all the harm against which the statute meant to protect landlords."

Bennet's case (2 Strange, 787) was relied on, as an express authority against the plaintiff; and it is so—and has been cited in the various text books as an authority. But, after referring to a great many cases, I can find none in which the position there laid down is stated to be the construction of the statute; although it must be admitted, that in most of the cases the judgment debtor was the immediate tenant of the landlord. On the other hand, Foster v. Cookson appears to me a recent and express decision, that, provided there is a subsisting tenancy at the time of the seizure, the landlord is entitled to his rent before the removal of the goods, although the judgment debtor is not his tenant. In this state of the authorities, I prefer to follow the more recent, which is in accordance with the words of the statute.

The sixth, seventh, and ninth pleas seek to make Alfred Norris's tenancy to the plaintiff part of the issue; but, according to the preceding part of this judgment, the fact so sought to be put in issue is immaterial. I have had more doubt as to the eighth plea; but, on looking narrowly at the second count, it does not allege that the goods seized and removed belonged to Alfred Norris—and Foster v. Cookson also shows that, although the sheriff cannot legally seize goods other than those belonging to the judgment debtor, yet if he does seize and remove such goods, he cannot plead that he did not seize them by virtue of the writ. The defendant has no right, therefore, to make it part of the issue, that the goods belonged to Alfred Norris.

SEMPILL, ASSIGNEE OF JOHN BEATSON, V. ARCHIBALD BEATSON.

Mr. Justice Wise delivered the judgment of the Court in this case as follows:—

This was an action by the official assignee of John Beatson, to recover the proceeds of certain promissory notes (one note only, however, being in question at the trial) as money had and received by the defendant to the use of the assignee, after the insolvency.

The jury found the verdict for the defendant. A motion was made for a new trial, on the ground of the verdict being against the evidence, and also upon an affidavit of the plaintiff, showing the discovery of evidence as to a further sum of £25—being the supposed proceeds of another note.

The facts on which the case turned were as follows:—Beatson became insolvent on 8th of August, 1860, having previously made a deed, conveying the whole of his property without consideration to a trustee, for the benefit of his wife. The trustee never executed the deed, nor acted in it, nor did he accept the trust. But the insolvent, pretending to act on behalf of his wife, caused the property to be sold by auction; and the bills given for the proceeds were handed to him by the auctioneer. Shortly afterwards, and before his insolvency he gave them unindorsed to the defendant, his brother; with directions to get them discounted for the trustee. It was proved, that one of those bills, to the amount of £75, was discounted by the defendant, after the insolvency. There was no evidence as to what became of the proceeds; but, as the defendant discounted the bill, he doubtless received them. It was shown, however, that this bill was ultimately dishonoured.

The question chiefly argued on behalf of the defendant was, that under the circumstances an action for money had and received to the use of the assignees would not lie. We are of opinion that it will. The voluntary deed was clearly void, under the 6th section of 5th Victoria, No. 17. The promissory notes, representing the property included in that deed, were the property of the insolvent at the time of his insolvency, although in the possession of the defendant, with authority to deal with them. That authority was revoked by the insolvency; and the defendant had no authority, therefore, to get money on them, by discount or otherwise. The authority being revoked, they were in his hands as the property of the assignee; and, had the possession of them been demanded and refused, trover would have lain. The money received by dealing with them was, we are of opinion, money received to the use of the assignee.

The case falls within the principle of the decision of Allison v. Atkinson, 1 M. and S. 583. There, a tradesman who had been arrested at the suit of the defendant, placed goods in the hands of the sheriff's officer to raise money on them; who accordingly pledged them, and subsequently paid the money to the defendant. It turned out, that the tradesman had committed an act of bankruptcy prior to the arrest; and, he having been made bankrupt, the assignees (whose title related back to the act of bankruptcy) brought an action for money had and received. The Court held that, although the defendant was not privy to the taking of the goods by the sheriff's officer, and although the money claimed by the plaintiff was not the identical money raised by the pledge, yet the assignees were entitled to recover it in this action, as the proceeds of property that belonged to the bankrupt.

It was contended in the present case, on the argument by the defendant's counsel, that it was a great hardship—because he had ultimately to take up the bill. But the defendant would have his remedy upon the bill against the maker; and there is no greater hardship in this case than in many others where parties deal with the property of an insolvent after his insolvency. In this particular case, too, the circumstances are so suspicious, that little need be said as to the hardship.

The plaintiff, therefore, being entitled to recover, there was nothing in the evidence to support the verdict; and the Chief Justice reports that he substantially directed the jury in the plaintiff's favour. There must, therefore, be a new trial, and, consequently, we need not give any opinion as to the affidavit.

BYRNES AND ANOTHER V. WILLIAMS AND OTHERS, EXECUTORS OF JOBBINS.

Sir Alfred Stephen delivered judgment in the following case:—

This long-pending case, the principal point in which was decided on demurrer in November 1857, now comes before the Court after a trial of the issues of fact, terminating in a verdict for the plaintiffs. It seems to have been agreed on that occasion, that the questions on which the case turns were of law only; and that accordingly the verdict should either stand, or be entered for the defendants, as the Court should determine. The argument has been heard, however, by Mr. Justice Milford and myself only; because Mr. Justice Wise was counsel in the case, on the former occasion.

It is unnecessary for me to state the facts proved, or any of the pleadings in detail, because they are sufficiently set out in the judgment of my colleague, about to be delivered by him. The case, indeed, notwithstanding the length of the record, and of our own former judgment, (speaking of the Court as then constituted,) lies within a very narrow compass. The deceased Jobbins, knowing of one Hardy's desire to procure a steam engine, for some purposes in which it appears that Jobbins was himself interested, and being aware that Hardy had neither pecuniary means nor credit, gave to him a signed paper—out of which the controversy has arisen,—undertaking to supply the necessary funds; in order that Hardy, by delivering it to the plaintiffs or some other mercantile house, and thus offering to them a responsible paymaster, might be able to obtain such an article as he required. The plaintiffs, receiving that undertaking, imported a steam engine on Hardy's order; but, on its arrival, Jobbins was dead—and the executors, although duly apprised of all the facts, refused to act in the matter—so that the thing remains on the plaintiff's hands.

There was evidence at the trial that, after the ordering of the engine, the plaintiffs had a conversation with Jobbins; which ended by his saying that, so soon as it arrived, their money would be ready. But I agree with Mr. Justice Milford, that this cannot in any way affect the case; and that the whole must depend, in any view of it, upon the construction to be placed on the written undertaking, and the question whether that paper is sufficient, having regard to the enactments in sections 4 and 17 of the Statute of Frauds. If Jobbins was not liable to the plaintiffs by virtue of that document, he was not liable to them at all.

Now the writing, which bears Jobbins' signature, is as follows—"I will furnish Mr. Hardy with funds for the purchase of a steam engine and machinery for a flour mill, on his suiting himself with the same, and notifying the purchase to me." The plaintiffs rely on this, in the first count of their declaration, as a promise to them to answer for the debt of Hardy; and, in the second count, (apparently framed, however, to meet either construction,) as an original promise by Jobbins—for a purchase, and consequently debt of his own. The defendants maintain, that the writing amounted to no more than a memorandum, operating at the most as a promise to Hardy—which itself was invalid for want of a consideration,—to induce persons to trust him, but that it contained no promise whatever to any one selling or procuring the article. And they insist that such a promise, if made, is unenforceable or void by the Statute of Frauds. This defence is specially raised, accordingly, by setting up the provisions of the 4th and 17th sections in answer to those counts respectively.

The same questions arose on the demurrer, which was pleaded to the second count; and, on the argument of that demurrer, were disposed of. The then members of the Court, it will be remembered, were all of opinion that the writing—which the second count set out in terms,—was in fact a promise to the person procuring, or undertaking to procure the steam engine; and that so, on the plaintiffs' accepting the proffered commission, a complete contract existed between them and Jobbins on the footing of that instrument. But Sir John Dickinson thought such promise was, merely, to let Hardy have the moneys; in order that the latter, he being the party to obtain the steam engine, might pay them for it. Mr. Justice Therry and myself held, on the contrary, that Jobbins's promise was to furnish the money, by paying it himself to the plaintiffs; since in no other way could the writing operate, as all the parties must have known, to secure the vendor—or induce any one to enter into arrangements for procuring and supplying the desired article. And we were of opinion that this undertaking on the part of Jobbins was a direct, and not merely a collateral engagement. In other words, that Hardy was not to be credited in the matter at all; but that Jobbins, alone, was to be looked to as paymaster.

On the assumption that a contract existed to pay the *plaintiffs*, Mr. Justice Dickinson agreed with us that this latter construction was the right one. But he was of opinion that the contract would, be invalidated by the statute, as he conceived that, inasmuch as any such contract was necessary between two parties there could be no memorand

plaintiff; that the plaintiff was to have the management of the estate as trustee from the day of the marriage for his life; and that if the plaintiff and M. Dieckman should mutually agree and cancel the marriage contract, they should have full power and authority to do so after marriage in any way their mutual interests might prompt them to do.

The marriage took place, and shortly afterwards unhappy differences having arisen, a separation was agreed upon, and the following deeds were prepared and executed, the one by the plaintiff and his wife, the other by the plaintiff, but neither by Mr. Dodds, the trustee, nor did he ever act in the trusts of them. The two deeds bear date the 11th December, 1851. The one purporting to be made between the plaintiff of the 1st part; Angel Maria Cooke, his wife, of the 2nd part, and Alexander Dodds of the 3rd part, by which after reciting a mortgage made to Dieckman for £150, £50 of which had been paid off, and another mortgage, and further charge for securing £600 made to Mrs. Cooke, whilst a widow, the agreement for the marriage between the plaintiff and Mrs. Cooke, and that it had been arranged between the parties that the plaintiff was to retain to his own use the mortgage security for the £100, and in consideration thereof he should release all the remainder of the real and personal estate which he had become entitled to by his marriage to her separate use, and should enter into a deed of separation covenanting to live separate and apart from his wife. It was witnessed that in consideration of 10s. by Dodds paid to the plaintiff, he bargained, sold, and released, and A. M. Cooke confirmed to Dodds and his heirs the lands comprised on the mortgage, and further charge for £600, and the premises given to A. M. Cooke, by the will of Dieckman, for her life, I hold the same to Dodds and his heirs, to the uses after declared. And it was further witnessed that for the considerations aforesaid the plaintiff granted, bargained, and sold to Dodds, his executors, administrators, and assigns, all the personal estate bequeathed by Dieksman's will to A. M. Cooke, or which she might subsequently have become possessed of, to hold the same to Dodds, his executors, administrators, and assigns, to the uses afterwards declared, of and concerning the same, that is to say, as to the real and personal estate, to such uses as the said A. M. Cooke should appoint, and in default to the uses of A. M. Cooke, her heirs, executors, administrators, and assigns, so that the same should be free from the debts and engagements, and beyond the control of the plaintiff, and the deed continued a power to appoint a new trustee, and a covenant from the plaintiff with Dodds for further assurance.

This deed was executed by the plaintiff and his wife, but not by Dodds, and no other trustee was ever appointed under it, nor did Dodds ever act in the trust. It was never acknowledged as executed by a married woman.

The other deed purported to be made between the same parties, and by it after reciting the marriage and the last mentioned deed; and that the plaintiff and his wife had agreed to live separate, it was witnessed that, in pursuance of the said agreement, and in consideration of the security for the £100 held by the plaintiff, he (the plaintiff) covenanted to separate himself from his wife, and renounced all conjugal rights as her husband, and he covenanted with Dodds to that effect, with a proviso that if A. M. Cooke should sue for maintenance, or incur any debt which the plaintiff should be compelled to pay, the deed should be void, and the plaintiff bound himself to the performance of the contract to Dodds in the sum of £300 as liquidated damages.

This deed was executed by the plaintiff, but not by Dodds or A. M. Cooke.

The plaintiff and his wife continued to live apart till her death. She died in the year 1857, and in her last illness gave a box containing the money in dispute to Miss Douglas to be applied upon a charitable trust. After her death, an order to collect her estate was given by a Judge to the curator of intestate estates, and he appointed the defendant as his agent for that purpose, who took possession of the box and money, but subsequently, with the sanction of the curator of intestate estates, delivered it to Miss Douglas.

The plaintiff in the action claims the money as his property, and the defendant says that he took it as property which belonged to A. M. Cooke, held by her for her separate use, and so it is not the property of the plaintiff.

Now, if she did so hold this property it must have been by virtue of the will of Dieckman, or under the agreement made prior to the marriage between the plaintiff and his wife, or by virtue of the two deeds of separation.

We are unable to discover in the will of Dieckman that there was any limitation of the property belonging to the testator's wife for her separate use, without a power of anticipation, so that under that will she could dispose of the property as she did by the memorandum made prior to her marriage. Neither do we discover any limitation or agreement in that memorandum that the property should be to her separate use. In the latter there is a clause by which the plaintiff agrees not to dispose of the property without his wife's consent, but that does not amount to any agreement that he shall not take the income to arise from it; rather the contrary; and by another clause she is authorised to give away a sum of £100, which is inconsistent with the supposition that she was to have a sole control over all the property, and there is a provision as to the disposal of it on her death. All this plainly shows that the wife did not by this instrument take the property for her separate use. At all events the income of it remained in the plaintiff's control, and if the money in question was not acquired by the wife from an independent source, it was this income. There is a clause by which it is agreed, that if the husband and wife shall mutually agree to cancel the agreement after marriage they may do so, and resettle the property, and if this had been properly done, and in pursuance of some subsequent good and legal arrangement, it possibly might have been considered as the execution of a joint power reserved to them, but this power was never exercised.

It only remains to consider whether the separation deeds had the effect of limiting the property to the wife's separate use. If they had, it may be that this money would be held to have been the income of the property so limited, and therefore to partake of its nature. But as we think that these deeds had not that effect, we need not consider the question.

The two deeds must be taken together, and the foundation of them is the separation of husband and wife. Upon that the whole arrangement depends; it is the moving consideration for the whole, and if that is not binding on the parties the whole must be held to be invalid. The power of revocation, if any, could not be considered as having been exercised as it was exercised, if at all, for that consideration. The husband, it seems, retained the £100 mentioned in the separation deeds; but as the consideration of the living separate failed, by reason of there being no contract as to that, the agreement as to the husband's retaining the £100 must have been void for a like reason.

No question is raised in this action as to the plaintiff's right to retain it, or for the persons claiming the wife's property to set it off against the claim he makes to the money in his wife's possession, though it would seem that under the agreement made prior to the marriage he had no right to dispose of it.

It was admitted by the counsel who argued the case for the defendant that the law originally was that a separation deed without the intervention of a third party was void, but they contended that the law had been gradually altered, and that such intervention is not now necessary. The principal cases cited for this are Frampton v. Frampton, 4 Beav., 287, and Wilson v. Wilson, 1 House of Lords Cases, 539, and the same case, 6 House of Lords Cases, 40. The law requires the intervention of a trustee, as otherwise there can be no contract—husband and wife are incapable of contracting. It may be also that in such cases the intervention of a trustee is thought requisite as a protection to the wife. But let the reason of the law be what it may, it is established, nor do any of the recent cases alter it.

No doubt a husband may constitute himself a trustee of property, for his wife's separate use without any consideration, or he may vest it in a trustee for the same purpose, provided the transaction is complete, and nothing further is required to be done (Rycroft v. Christie, 3 Beav., 238); but when he does so, he neither contracts nor intends to contract with her—it is a mere voluntary act; but in a separation deed there is a supposed contract, which in fact fails unless there are contracting parties, so that there is neither contract nor consideration, though both are in the contemplation of the parties.

In the case of Frampton v. Frampton, it is true that the trustee did not enter into any covenant with the husband, and yet the separation deed was held binding, and Lord Langdale treats it as a declaration of trust by the husband, but the trustee executed the deed, and, in fact, became a trustee, and the property in question was actually vested in him upon the trusts declared. In the case of Hope v. Hope, 3 Jur. N.S., page 455, the Lords Justices both say that an agreement entered into between husband and wife is, one on which the Court could not act, and Lord Justice Turner says, that he did not think that the case of Wilson v. Wilson had altered the law as to the incapacity of the husband and wife to enter into such a contract without the intervention of a third party. It may be observed, too, that the case of Frampton v. Frampton was decided in 1841, and yet we find in the recent editions of Story's Equity Jurisprudence that the law is laid down as it was before that case was decided, viz., that the intervention of a trustee is necessary to render separation deeds valid.

In the present case the trustee never executed the deed nor accepted the trust, nor in any way intervened between the husband and wife, so the deed must be taken to be one made between them alone, and it was never completed, and therefore not such as a court of equity would give effect to as a voluntary declaration of trust. The disclaimer of the trustee in such a case is not material. We therefore think it invalid, and that the box and money is the property of the plaintiff, and that a verdict must be entered for him accordingly for the sum of £272, that being the sum agreed upon at the trial.

A MATCH THAT DID NOT "GO OFF SWIMMINGLY."—Considerable interest was excited in Deniliquin, on Wednesday, in consequence of its having become known that a swimming match, for £5 a-side, distance one mile, had been arranged between Messrs. Skipper and Edmonds, of this town. The "ground chosen," if the term is applicable, was between the bridge and the punt, but we should say that this is considerably over a mile. It was stated that both Skipper and Edmonds are good swimmers, and good sport was looked for, but at the last moment Edmonds, who declared himself out of condition for so long a spurt, paid forfeit, and declined the struggle.—*Pastoral Times.*

GOVERNMENT CROWN LANDS' SALE.—Sales took place in the court-house on Saturday, Monday, and Tuesday, which were largely attended, and a good number of blocks of land, from forty to eighty acres, were sold, some of which realised £2 5s. per acre.

MARITIME

EIGHTEEN OF THE METROPOLITAN CLUBS OF VICTORIA *VERSUS* ALL-ENGLAND ELEVEN.

[FROM OUR SPECIAL REPORTER.]

FIRST DAY.

To institute any comparison between the play of the English and colonial cricketers is out of the question. The latter were immeasurably overmatched at all points. Mistakes were doubtless made by the English players, just enough to shew they were men, not gods; but no unprejudiced judge of the game could look at the best performance of any one of the Victorians, Butterworth as long-stop alone excepted, and put it anything like on a par with that of any one of their antagonists. It is now easy to be seen that the colonial players have everything to learn. They have in them, it must be conceded, all the elements that are required out of which to make a team fit to contend on equal grounds with an All-England Eleven; but it is not enough to have quick eyes—they must play with straight bats—they must learn to time their hits accurately—they must be able to hit all round. It is not enough that they bowl straight into the wicket—that nine balls out of every twenty-two should be so good that such men as Caffyn, Griffith, E. Stephenson, Iddison, Laurence, and Mudie were fain to content themselves with simply defending their wickets. They must use their heads as well as their arms; they must learn how to discover their adversaries' weak points; they must study how to make the ball twist, and work, and break back. *Above all, they must learn to field.* No doubt, Marshall keeps wicket well. He has earned a colonial reputation, and well merits it; but he has something to learn before he can hope to attain the excellence displayed by H. H. Stephenson. Marshall can take a ball over the wicket, or to the off, and none better; but he cannot take a leg ball; he is not ambidexter; he cannot use both hands alike; until he can do this, let no man boast of his wicket-keeping. What has the left hand done that it should not be used equally with the right? Stephenson does so. Lockyer does so. Why should not we? The Victorian fielding was often good—sometimes very good. Wardill, Sweeney, Costick, Mace, and O'Mullane—all did well; Wardill in particular distinguished himself. And of Butterworth it may be safely said that there was but little difference between his long-stopping and that of Mortlock, who has the reputation of being second to none in England. But the best of the Victorian fielding was bungling compared with that of the English. Neither must he who would rank as a first-rate cricketer be content with excellence in any particular part of the game, and mediocrity in the rest. H. H. Stephenson is "a splendid bat"—"one of the best bowlers in England"—and is "equal to the second-best wicket-keeper in England." Caffyn is "one of the best bowlers, batters, and fielders in England." Sewell "bowls and bats exceedingly well, and is a good man all round." Eight out of the eleven who have visited our shores are entirely to be depended upon as batsmen, fielders, *and* bowlers. Can the Victorians say as much? They certainly cannot; and until they can, they must not hope to take their stand among first-rate players. Before they can do so, they must do what the least good among their antagonists have done, namely, reduce cricket to a science. Nothing but practice will accomplish this—practice under competent masters; not such practice as the Victorian cricketer is wont to take, when, evening after evening, a wicket is stuck up with a net behind it to stop balls which are not hit. A net is a very good thing in its way, where only two or three players are in the field, as it saves time in going after a ball. But, when there are enough to field, it is painful to every good cricketer to see all the men crowding to bowl or bat, and not a man offering to take long-stop, or keep wicket, or field out, so that, when called upon, they are found wanting. I am afraid that nets, instead of being a great institution, are really only incentives to idleness. That the bowling of the Victorians was good, the fact that, of 220 overs bowled, 91 were maidens, speaks conclusively. It even contrasts favourably with that of the All-England, who had 61 maidens out of 151 overs—the former, be it remembered, against professors; the latter against, for the most part, young beginners, or players confessedly out of practice. But to get wickets such as these the colonies must "put the screw on." Conway and Stewart as bowlers were most successful, the former having taken 4, and the latter 3, wickets, at the rate of 15 and 17 runs per wicket respectively. Bryant to Costick, though only one wicket fell to each, for 33 and 31 runs, bowled well, the former having 28 maidens out of 49 overs, the latter 19 out of 31. Morres, Marshall, and Makinson did nothing. Why the last was kept on so long is inexplicable. From 63 balls bowled by him, 43 runs were made without a wicket! E. Stephenson told me "He looked upon Conway as the best bowler," but he does not bowl with his head. He hardly varies his pace. Stewart did this in a remarkable degree for so young a bowler. One thing more. The Victorians, if they desire to become great cricketers, or indeed great in anything, must shun as they would a pestilence the pernicious and degrading vice of drinking to excess, the bane of all physical and manly, as it is of all moral and intellectual, progress. Who in his senses can imagine for one moment that he can go to Cremorne and be brought home drunk at three or four in the morning—and eight hours after be fit to play at cricket. The thing carries absurdity in its face. Cricketers should never get drunk either before, during, or after a match. They should be temperate—not one among the All-England Eleven but is so, every temptation to excess notwithstanding; and if the colonial players are to emulate them in their cricket—they must first learn to imitate them in their sindiness.

With eighteen men in the field opposed to eleven, much might have been done had practice together made them as perfect as they ought to have been. But they had no practice—none at all. Instead of finding them daily occupying the posts they were to fill in the match, and doing their very utmost everywhere, on the very few occasions on which they did practise together, they were, with very few exceptions, listless and inanimate, smoking pipes and cigars, and evidently without any heart in what they were doing. Had the best horse in the colony been so trained, however good his qualifications, he would have been easily distanced by a far inferior animal on whom the best attention had been bestowed, and the Victorians, by their apathy and indifference, showed either presumption, ignorance, idleness, or impecuniosity. The contrast between them and the English was very marked. No sooner did they commence practice than they kept it up day after day for six or eight hours, working like so many cart-horses. In neglecting to practise together the Victorians threw away their solitary chance. It is possible that sufficient money was not forthcoming to enable them to devote their time in this way. It is possible, certainly, and I fear, if it be the case, it is irremediable. No one has any money now in Melbourne. 25,000 well dressed people can spend each his 5s. a day for four consecutive days to see English cricketers, but how many among the 25,000 would by their subscriptions promote any scheme which had for its object the employment of professional men, such men as Caffyn and the rest, or offer any inducement to them to settle in Australia, and train our men and lads to equal them? Of the English play it must be conceded it was matchless, in these colonies at all events. Mistakes were certainly occasionally made, but no doubt a good deal was owing to the men having been two months at sea, and not having had time to get themselves into condition. H. H. Stephenson's wicket-keeping was a picture; his quickness was extraordinary, and not less so the small number of balls which he allowed to pass him. Iddison, at point, was wonderful. His catch of Elliott was something that will not be forgotten. Laurence, also, who took point while Iddison bowled, and E. Stephenson in the slips showed themselves fully equal to the occasion. But were I to enumerate a tithe of all that was worthy of special remark I should fill your columns. Where all is excellent, to draw any distinctions or particularise is invidious. Their play must be seen and understood to be appreciated. Their promptitude, unity of action, quiet watchfulness, neatness, precision, and activity were beautiful: they seemed like the different parts of a great machine, each performing his separate duties thoroughly, but all subservient to one great end. The bowling, in the first innings especially, was not so good as I had expected to see it. Caffyn, in particular, disappointed me. The encomiums he has received as one of the crack bowlers of England led me to anticipations not justified by the results. I certainly was not prepared for numerous short and over pitched balls; 23 runs off 36 balls, without a wicket, was not what I should expect from the better of any colonial bowlers, though, no doubt, much is to be attributed to want of exercise and confinement on board ship. In their disposition of the field there was a marked departure from the conventional rule of short and long slips, and third man up; the two last being often entirely dispensed with, while a long field on and off were repeatedly found doing duty. But it must be admitted that point, slip, and cover point, covered a quantity of ground with ease, and certainly that the most active of the colonial players would never think of attempting. Each seemed to know precisely what he was required to do, and did it; and what all his companions ought to do, and never got in their way. In batting, one remarkable feature was their forward play. Hardly a ball was slipped, and not many drawn; almost all hit or played down in front of the wicket; not merely stopped by what in by-gone days used to go by the name of "hanging guard," but hit so that it not stopped a run was made: and there was a remarkable similarity of style among them, as if they had found a perfect model and had all made an excellent copy.

In conclusion: The state of the ground was perfect. The captain of the Eleven publicly acknowledged that it was as good a ground as could be found in England; and to this circumstance is to be attributed the high scores made by the English. E. Stephenson, before he had been eight hours in the colony, went to inspect it, which he did very minutely, and his report on his return to his comrades was, that "if they did not all make long scores on that ground they never would on any." H. H. Stephenson said "the highest scores were always got on the Kennington Oval." The weather was superb; it was true cricketers' weather through out, neither too hot nor too cold, but just what best suited them. The spectacle was far beyond what the most eager enthusiast could have anticipated—one that no one can ever forget, and that will probably be never repeated. It could not have been surpassed.

The All-England admit to a man that they were, in all things agreably surprised. In the voyage, which has had no previous conception; in the weather, which has not been so hot as many English summer days; in the city of Melbourne, which they did not dream was half the size, or had half the fine buildings in; and, lastly, in the cricket-field; the company, which was out and out the largest before whom they had ever played; and the play to which they were opposed. They freely allow that the Victorians are by no means contemptible opponents: "Two or three of them said, "The Victorians can send an eleven to the Canadas and United States that would give twenty-two of either a jolly good licking." Something of this I set down to compliment. But this I will say, had Wills and Hammersley taken the places of Morres and Rennie,—had incessant practice, combined with rational abstinence, brought, the colonials into perfect conditions, and had twenty-two men been allowed instead of eighteen, I believe the game would not have been so one-sided. That, under any circumstances, the Victorians could have won, I do not for a moment think; but I do think that they would not have been beaten, and so beaten, in one innings. There would have been better cricket on both sides, for the English would have risen with the occasion. Hitherto they have had nothing to call forth their powers. The metropolitan players have been very "humptious;" they have been wont to think they were "half horse, half alligator, with a cross of buffalo, and could whip their weight of wild cats," but they can't whip the English. A lesson has been read to them that may have a good and lasting effect. If they have been taught humility—if they have been taught not to undervalue fielding—if, in short, they have been taught that they are only beginners, and must work their way up to excellence by the only steps in which excellence is to be obtained—steady, persevering unflagging practice—that lesson will not have been read to them in vain.

With these remarks I proceed with my report of the play.

SECOND DAY.

FIRST INNINGS. ALL-ENGLAND ELEVEN.

The weather continued beautiful, hotter than yesterday but by no means oppressive, and there was still a nice cool breeze from the south. Two alterations had been made in the metropolitan players. Owing to hurts they had received, both J. Huddlestone and Thompson were incapacitated from fielding; their places were filled respectively by T. Huddlestone and Binnchard. At a few minutes past twelve E. Stephenson and Bennett resumed their stand at the wickets to the bowling of Costick and Bryant. The former gave the first ball to Stephenson; the third ball he drew for three. Wardill by his activity and good fielding saved one run by stopping the ball just as it was going under the fence, and returning it well. Stephenson played Bryant into the slips for a single. Costick bowled a maiden. Bennett made a good cut in the slips, but, Sweeney having picked up the ball very neatly, no run was made and Bryant got a maiden over. Costick bowled a maiden but a bye was run, the ball having risen suddenly and struck Butterworth in the face just as he stooped forward to take it. Five maiden overs were now bowled in succession, 3 by Bryant and 2 by Costick. Bennett drew Costick for a single; Stephenson played Costick to leg for 2, and again to the same place, for which, owing to Wardill not picking up the ball well, another 2 were scored. Bennett hit Bryant to leg for 2. The telegraph here announced 30. Stephenson hit Costick to leg for 2. Bryant bowled two, and Costick one, maiden overs. Stephenson hit Costick to long-off, and the ball passing through the fence, scored 4. Conway having failed to take a ball played by Bennett to leg-off Bryant, a single was run. A change of bowlers was now thought desirable, and Stewart took the ball from Costick. Bennett made a sharp leg hit off Stewart, well stopped by Wray, and the result was a maiden to Stewart. Stephenson played Bryant for a single between cover and mid-off, and then sent Stewart to long field-on under the fence for 4. The telegraph here showed 40 runs made without loss of a wicket. Stephenson drew Stewart for 1. Conway relieved Bryant, and bowled a maiden. Bennett scored a single for a leg hit off Stewart. The field now retired for a few minutes to refresh themselves, and on their return, Bennett, in hitting round at a leg ball from Conway, it struck him on the glove, and fell into the hands of Butterworth at long stop. His score of eleven was made by three twos and singles. One wicket for 44 runs. Mudie took Bennett's place, and received the remainder of the over. A maiden to Conway. Stephenson slipped Stewart for a single, and Mudie did the same. Conway bowled a maiden. Stephenson played Stewart to mid-on for one, and Conway bowled another maiden. Stephenson scored a single for a leg hit off Stewart, and Conway bowled a third maiden over. Wray missed a hit by Stephenson to short leg from Stewart, for which a double was run, and the telegraph marked the half hundred. Mudie cut Conway to cover point, which, being missed by Morris, went under the fence and placed 4 to the score. Stephenson hit Stewart to square leg, for which 4 more were scored, the ball having again gone through the fence. Mudie here made a good cut off Conway to point, but was well stopped by Makinson. Mudie scored a single for a leg hit off Conway; Bryant took up the bowling at Stewart's end, and bowled a maiden. Stephenson missed a ball from Conway, to which he played back, and the rattle behind gave him notice to quit. His score of 54 was obtained by play such as has seldom—indeed never—been seen in this colony—and numbered 3 fours, 1 three, 4 twos, and the rest singles. Two wickets for 59 runs. Griffith, a left-handed man, came next, and commenced by cutting Conway to the off for a single, followed by a double obtained by playing Bryant under his leg to square leg. Mudie cut Conway to cover point, but, Wardill having taken and returned the ball in fine style, a single only was run. Bryant bowled two maidens and Conway one. Griffith played Conway forward for a single, and then hit Bryant up over Wray's head for another between short leg and mid-on. Griffith drove Conway forward, but, the ball being finely taken by O'Mullane, only 2 were made. Another drive off Conway by Griffith precisely similar to the last, gave him 2 more; and a hit to the long field-on by the same player was missed by Mace, and passing under the fence, had the usual score of 4 allowed. The announcement from the telegraph was here cut. Mudie played Bryant to square leg for one, and then cut Conway through the slips, but Wardill picked it up, and only 2 were added to the score. Griffith hit Bryant hard to short leg, but Wray took it well, and saved the run. Griffith drew Bryant for 1. Conway bowled a maiden, as did Bryant. Griffith hit Conway to square leg for three. A sharp cut past point by Mudie, off Conway, was well taken and returned by Wardill, and a single was the result. Griffith here skied Conway to mid-on; Wray and Stewart both tried for the catch, but Marshall having called on Stewart, Wray, who was nearest, and could easily have made it, very properly stepped on one side, and the opportunity of terminating the career of this dangerous player was lost, Stewart having failed to get up in time. Griffith cut Bryant past point for one. A bye was here run; Bryant having tried to stop a rather wide ball and turned it from its course. Mudie, hitting round at a leg ball from Conway, sent it among the slips for a single, Conway bowled a wide. Mudie played Bryant to leg for two. Griffith hit Conway to mid-off for a single, and Bryant to mid-off for another. The telegraph here proclaimed 90 as the score of the All-England. Griffith made a little one to mid-off from Conway, and Mudie hit the same bowler to square leg for a single, and Bryant to mid-on for another. Conway bowled a maiden. Griffith gave a chance, in playing forward to Bryant, which Marshall declined. A maiden over to Bryant followed. Mudie drew Conway for one, but the ball was neatly picked up and well returned by Wray, and Griffith barely saved his wicket. A forward drive by Griffith off Conway reached the fence, and 4 was scored. Mudie cut Bryant among the slips for one, and followed by a forward hit off Conway for another. The telegraph here announced, amid a tumult of applause, 100 runs for two wickets. Griffith drove Conway past the bowler for two. Another change in the bowling being thought advisable, Elliott took the ball from Bryant. Griffith skied Elliott to leg, but, none of the eighteen being near enough in that direction, two runs were made. Mudie hit Conway to square leg for two. Griffith played Elliott to mid-off for another. Conway resigned the ball to Morres, and Griffith played him to mid-on, and Mudie made a hazardous run, but saved his wicket, the ball having been badly thrown in by Wray. A leg hit off Morres by Mudie, well fielded by Costick, followed for a single. Griffith played Morres to leg, but, Marshall having failed to take the ball when returned a couple were scored. In his next over Elliott succeeded in reaching Mudie's wicket; the ball having glanced off his pad; his score amounted to 22, obtained by highly scientific and excellent play, and numbered 1 four, 3 twos, and singles. Three wickets for 111 runs. Caffyn now took his stand at the wicket. Griffith scored one for a square leg hit off Morres, and then skied one of Elliott's to the on, which Wardill made a fine effort to catch but failed to reach, and scored a double, followed by a forward drive off Elliott for a single. Morres bowled a maiden. A sharp leg hit by Caffyn off Elliott was finely stopped by Morres, and only one was obtained; and a similar number for a fine off hit by Griffith off Elliott to mid-on prettily taken by Sweeney. Morres bowled a maiden. Caffyn drew Elliott for one, and Griffith made a leg hit which passed under the fence, and 4 were scored. Griffith hit Elliott in the air at mid-off, Stewart tried gallantly for the catch, but it was out of his reach and a double was scored. Morres bowled a wide, and Elliott a maiden. Caffyn hit Morres to long-off for 4. Butterworth allowed a ball to get past him, and a bye was run. Elliott bowled a maiden. Marshall now resigned the wicket to Sweeney, and took up the bowling at Morres's end, the telegraph showing 130 runs made by the All-England. A bye was here well stolen by Caffyn—Marshall bowled a maiden. Griffith drove Elliott forward under the fence for 4, and Caffyn hit Marshall to leg for the same number, the ball going under the fence again. The telegraph here showed 140. Griffith hit Elliott to leg, high, but again out of Stewart's reach, for which he made 2, as did Caffyn for a leg hit off Marshall. Griffith drove Elliott for 2, and Caffyn scored the same for another leg hit off Marshall. The field retired for lunch at half-past two. Having done due honour to the repast provided by the hospitable entertainers, Messrs. Spiers and Pond, at a quarter to four o'clock play was resumed. Griffith hit Elliott to long-off for a single. Costick was again put on at Marshall's end, and bowled two maidens, Elliott having bowled one. Griffith now made the hit of the day, having sent one to leg from Costick clean over the outer fence and ring of spectators: for this 6 runs were allowed. Griffith having played Costick to mid-off a little one was well stolen by Caffyn. Two more were the last that Griffith was allowed to score for a hit to mid-off off Costick; for, having played a ball from the same bowler high among the slips, it touched Bryant, who could only just reach it on the fingers, rose in the air, and was neatly caught by Butterworth. His score amounted to 61, got principally by resolute hard hitting. He numbered 1 five, 3 fours, 1 three, 10 twos and singles. Four wickets for 161 runs. Iddison was the next to defend the stumps. Caffyn cut Elliott through the slips for a single, and Iddison did the same; Caffyn cut Elliott past point for another; in hitting one of Costick's round to leg, Caffyn lifted the ball, and gave a difficult chance to Butterworth, who could not contrive to take it, but no run was made, and a maiden was marked to Costick. Iddison made a cut past point off Elliott for one; Costick and Elliott both bowled a maiden. As the English players seemed to do pretty nearly as they liked with the bowling, Makinson was now put on, to try the effect of his slows, with the sun, which was now getting low, shining full in the face of the batsman. Iddison hit his first to long off, where Sweeney neatly picked it up, and only a single was made. Caffyn hit Makinson to square leg for two. Iddison played Elliott to mid-on for a single. Caffyn made a square leg hit off Elliott through the fence for 4. Iddison ran out to Makinson, and hit him to mid-on for one. The telegraph here announced 170. Iddison played Elliott to mid-on, and Caffyn did the same to mid-off, for both of which singles were run. Iddison hit Elliott past mid-on for three, and then made a single off Makinson; Elliott bowled a wide. 180 runs announced by the telegraph. Iddison played Elliott past mid-on for one, and then hit Makinson to square-leg for a double. Caffyn made a little one off Makinson, and Iddison did the same, when time was called, and the second day's proceedings terminated, the All-England having headed the colonial players by 68 runs, and having six wickets to full.

THIRD DAY.

Play was resumed at twenty minutes past twelve on Friday. Elliott commenced with a maiden to Caffyn. Iddison drove Makinson forward to the on, and Caffyn made a similar hit to the off, each for one. Elliott bowled another maiden to Caffyn. Iddison stepped in to Makinson and hit him to the on for a single. Caffyn made one off Makinson, but an overthrow gave him a second run. Elliott bowled a third maiden. Caffyn stepped in to Makinson and hit past mid-on; the ball having been prettily stopped by Wardill, only a single was scored. Iddison stepped in to Makinson and hit him to square leg for two, and again to leg for one. [The National Anthem here gave notice of the arrival of Sir H. Barkly, and for a few minutes players and spectators stood up bareheaded to do honour to her Majesty's representative.] Elliott's second ball struck Iddison on his glove, and went to the leg, for which he scored a double. Caffyn hit Makinson to square leg for four, and again to the same place for one. This last was—to borrow a nautical phrase—a skyscraper, but Ryan, who was substitute for Thompson, declined the honour. Iddison hit Makinson to square leg for two. Caffyn drew Elliott for a single, well fielded by Wardill; 200 runs now announced by telegraph. Iddison cut Elliott to mid-off for one, and then hit Makinson up to leg for another, no one being in the way. Caffyn made a fine forward drive to the on, but Sweeney picked up and returned the ball well, and only a single was scored. Iddison hit Makinson's third to leg; Morres stopped but could not hold it, and one was run. Conway took up the bowling at Elliott's end and gave Iddison a maiden. Caffyn hit Makinson to square leg for one, and Iddison did likewise to mid-on, missed by O'Mullane, for another. 210 runs proclaimed by the telegraph. Conway and Makinson each bowled a maiden. Iddison hit Conway to mid-on for a single, and a bye was run. Caffyn played Makinson to mid-on for one, and Conway gave Caffyn a maiden. Iddison stepped in to Makinson and hit him to long-on: for this hit missed by Sweeney, he scored 4, the ball having gone under the fence, and 1 for a forward drive off the same bowler. Iddison received a severe blow from the first of Conway's next over, and, on the principle of laming first and bowling afterwards, Conway took his wicket next ball by a shooter. At three minutes before one o'clock his score was 31, among them 1 four, 1 three, 4 doubles and singles. The bulletin at this period of the game was 5, 31, 218. H. H. Stephenson, the captain of the Eleven, was now seen wending his way to the wicket; he received the last two balls of Conway's maiden over. Makinson, who in my opinion, had been kept on far too long, resigned the ball to Costick, who bowled a maiden to Caffyn, the last ball striking him sharply on the thigh. Stephenson hit Conway's last to leg, but T. Huddlestone picked it up well, and only a double was scored. Costick bowled Caffyn another maiden. Stephensen drew Conway's second, but Butterworth got hold of it cleverly and saved a run. The last of the over, a ripping ball, proved too good for the all-England wicket keeper, whose stumps were disturbed at a quarter-past one o'clock, and he was compelled to retire and make way for Laurence with only one double to his credit. Six wickets for 220 runs. The last of Costick's over Caffyn hit to cover point for a single, and then received a maiden from Conway. Laurence hit Costick's first to point, Makinson, between whose legs a wheelbarrow might be driven, let it pass, and a single was the result. Caffyn hit the last to mid-off for another, and then received a maiden from Conway, as did Laurence from Costick. Conway's second Caffyn hit to long-on, and it passed under the fence for the inevitable 4. For some inscrutable reason Costick was here taken off after having bowled 5 overs (three of which were maidens), for 3 runs; and Makinson took his place. Laurence hit his second hard to long-on, but O'Mullane fielded it well, and he only got a single. Caffyn drove his third sharply back, and the ball struck Laurence on the foot. Laurence scored a single for a cut off Conway in the slips, well stopped by Sweeny. A draw by Caffyn off Conway's last, out of the reach of Wray at short leg, gained one. Caffyn stepped in to Makinson's second and drove it to long-off through the fence for 4. His third he drove forward for a single, and Laurence did the same with his fourth, which was well taken by Sweeny. Lawrence slipped Conway's first for one. His next Caffyn cut past point into Bryant's tent. A little uncertainty existing as to whether this should score four or three, as Costick, who fielded it, maintained that he had stopped it before it got within the tent, Wells went to make a survey, and from this cause, no doubt, lost his reckoning, for in this over Conway bowled but 3 balls. 240, runs were now recorded by the telegraph. Stewart, not a minute too soon, was now put on to bowl in place of Makinson. His first Laurence played between square leg and mid-on for one, and received a maiden from Conway. The last of Stewart's second over Caffyn hit to leg for 2; Laurence slipped Conway for a single, and Stewart for the same. Caffyn hit Stewart to leg, but, Mace having picked it up well, only a single was made. Laurence played Stewart's last just out of Wray's reach at short leg for two; Caffyn cut Conway between point and mid-off for one. Conway's third hit Laurence on the leg, and the bowler challenged, but Wells gave him "In." Caffyn played Stewart's third to leg for a double—the telegraph here announcing 250. Laurence received a maiden from Conway. Caffyn drove Stewart's second to long off for two, and two more were run for a bye; Laurence cut Conway into the slips for one, and Caffyn did ditto for 4, the ball going under the fence. 260 runs made. Laurence received a maiden from Stewart. Not before he was wanted, Bryant was now put on to bowl. His first Caffyn cut among the slips for a single; his second, cut to point, was finely taken by Makinson, and no damage was done. Caffyn received a maiden from Stewart. Laurence drove Bryant's second for a single, hit Stewart's last to square leg for another, and then received a maiden from Bryant. Stewart bowled a wide. Makinson's copy of the attitude of the Colossus of Rhodes enabled Caffyn to cut Stewart's third through his legs for one. Caffyn received a maiden from Bryant, the last of the over hitting him on the elbow and making him drop his bat "like a hot potato." Laurence hit Stewart's second over point's head for one. Bryant bowled Laurence a maiden. Stewart copied his example to Caffyn. Laurence drew Bryant's second for a single. Stewart's third was driven to long-off by Laurence for one, Sweeney having picked it up and returned it well. His next was a wide. At half-past two the bell rang "the hour for retiring," and play was stopped while lunch was discussed. Due attention having been given to the viands, at a quarter to four o'clock play recommenced by Laurence hitting Bryant's first to square leg under the fence for 4. The telegraph showed 270 runs. Caffyn received a maiden from Stewart, and Laurence another from Bryant. Caffyn drew Stewart's first for 2, and Bryant bowled a maiden to Laurence. Caffyn slipped Stewart's second for one, and Laurence played his last to mid-on for another. Bryant's first striking Laurence again on the leg, a bye was run, and Caffyn received the rest of the over—a maiden. Stewart's first was a wide. His next puzzled Caffyn, who hit up, and it was admirably caught at mid-off by O'Mullane. Thus terminated this masterly display of Caffyn. His score of 79, which will probably never be effaced from the memory of any spectator, contained 9 fours, 1 three, 8 twos, and the rest singles. Seven wickets for 278 runs. Sewell became companion to Laurence, who received the remainder of Stewart's over, and Bryant bowled him a maiden. Laurence played Stewart to square leg for a single, and then cut Bryant's third sharply through the slips, where Conway and Stewart both let it go by, and one was scored, the telegraph announcing 280 runs. Laurence played Stewart's first to leg, well fielded and returned by Costick for one. His third was a wide. The last ball of Bryant's maiden over severed the partnership between Sewell and Laurence, the latter being neatly caught in the slips by Conway after having made 20 runs, only one being a double and all the rest singles. Eight wickets for 282 runs. Next in order came Mortlock, who received a fifth ball from Bryant. Stewart's first was hit on by Sewell; Wray and Rennie tried for it, but it passed them both, and two were added to the score. Bryant bowled Mortlock a maiden. Sewell slipped Stewart's second for a single, and then received a maiden from Bryant. Mortlock played Stewart's first forward for one, and cut Bryant's second into the slips for another. Stewart bowled Mortlock a maiden; his last ball cut sharply into the slips, being finely stopped by Conway. Bryant followed Stewart's example to Sewell; Mortlock scored one for a leg hit off Stewart's second, and received a maiden from Bryant. A beautiful maiden over from Stewart followed, the last ball of which took Sewell's bails, and forced him to retire with only three to his name—one double and one single—at a quarter to five o'clock. 9 wickets for 288 runs. His place was filled by Hearne, the last man. Bryant bowled a maiden to Mortlock. Hearne hit Stewart's first to square leg for a single, and Mortlock, by a forward drive, making another, caused 290 to appear on the telegraph. Bryant bowled Mortlock another maiden. Hearne cut Stewart's second to cover-point for one; and by a forward drive off Bryant's third, missed by Mace, added two more to his score. Bryant was permitted to bowl a fifth ball this over. Mortlock got a maiden from Stewart, and Hearne one from Bryant; the last ball of the over giving the bowler a chance, which he missed. Mortlock played Stewart's third to mid-off, and received a maiden from Bryant. Hearne hit the last of Stewart's over under the fence at long-off for 4. Mortlock cut Bryant's third between point and slip, and ran a couple. The ball was finely fielded by Costick, who, seeing at opening at the bowler's end, returned the ball to Bryant; had he taken it Mortlock must have lost his wicket; as it was he missed it, and the ball, having gone through the fence, Hopkinson not being able to get up in time to stop it, four more were scored for the overthrow, thus giving Mortlock the highest number made during the innings for any one hit, and causing the telegraph to shew 300 runs. Hearne received the next two balls from Stewart, the second of which he found too good for him, the rattle behind him warning him that the metropolitan players considered it high time that they should have their second innings

SHIPPING.

ARRIVAL.—JANUARY 11.

Kombla (s.), 354 tons, Captain Sullivan, from Clyde River and Ulladulla 10th instant. Passengers—Mrs. Davis, Miss Hayley, Messrs. Davis, Poule, Hill (3), and 12 in the steerage.

Waratah (s.), 250 tons, Captain M'Diarmid, from Wide Bay 8th instant. Passengers—Miss Williams, and 6 in the steerage. A. S. N. Co., agents.

JANUARY 12.

Rangatira (s.), 500 tons, Captain Paddle, from Melbourne 9th instant. Passengers—Mr. and Mrs. Scott and 3 children, Mr. and Mrs. Bell, Miss Gelligan, Rev. W. Burns, Mr. and Mrs. Rudd, Dr. Sparratt, Mrs. Graham 5 children and servant, Mrs. Kinly, Lieutenant Lloyd, Miss Wise, Messrs. Crouch, Brake, Burns, Stone, Barker, Gerard, Drake, Loughton, De Voeux, Kidd, Fisher, Turner, Scott, Tobin, Leathes, Kymer, Seby, Nicoll, Thompson, Whitehead, Coburn, Webb, Hoffnung, Bent, Spencer, Ingram, and 87 in the steerage. A. S. N. Co., agents.

Kate, barque, 341 tons, Captain Jones, from Auckland 1st instant. Passengers—Mr. and Mrs. Blacket, 3 children, and 2 servants, Captain Coote, Rev. W. Thornton, Mr. and Mrs. Jupp, Messrs. Marrow (2), Bolens, Bell, Hobbs, Ireland, Robertson, and 8 in the steerage. Laidley, Ireland, and Co., agents.

Margaret Eliza, ship, 504 tons, Captain Jellerson, from Hongkong 10th November. Passengers—114 Chinese immigrants. R. Towns and Co., agents.

Raven, schooner, 114 tons, Captain M'Donald, from Port Cooper 22nd December, in ballast. Passengers—Mrs. M'Donald, Mrs. Action and child. Laidley, Ireland, and Co., agents.

DEPARTURE.—JANUARY 11.

Balclutha (s.), for Melbourne.

JANUARY 12.

Mandarin, for Newcastle.

Julie, for Batavia, via Newcastle.

Balmoral, for Newcastle.

PROJECTED DEPARTURES.—JANUARY 12.

Bengal, for Otago; Iconium, for San Francisco; Preak, for Melbourne.

CLEARANCES.—JANUARY 11.

Iconium, ship, 540 tons, Captain Heustis, for San Francisco. Passengers—Mr. J. G. Gorman, Signor and Signora Bianchi, Signor Grossi, Messrs. Herman, Marriotti, Emmerson, J. Gregg; and 15 in the steerage.

Balclutha (s.), Captain Trenton, for Melbourne. Passengers—Messrs. M. L. Hutchinson, Grace, G. Smith, Mr. Curlewis, Mr. and Mrs. Broadhurst, Mr. Charles Few, Mr. George Rich, Mr. H. B. Garrett, Mr. Phillip, Miss Smith, Mrs. Brougham, and 18 in the steerage.

Julie, barque, 412 tons, Captain Bren, for Batavia, via Newcastle, in ballast. Passengers—Mrs. Bren and child.

Preak, schooner, 79 tons, Captain Smith, for Melbourne.

COASTERS INWARDS.—JANUARY 11.

New Moon (s.), from Macleay River, with 130 bags maize, 200 bags potatoes, 12 coops poultry, 6 cases eggs, 100 hides; Fortune, Jessie, from Newcastle, with 422 tons coal; Angus and Henry, from Brisbane Water, with 13,000 feet timber, 20,000 shingles, 10,000 laths; Williams (s.), from Morpeth, with 130 bales wool, 40 bales hay, 10 bales skins, 30 casks tallow, 70 hides, 20 bags flour, 20 bags potatoes, 150 sheep, 4 horses, 8 cases fruit.

COASTERS OUTWARDS.—JANUARY 11.

Nancy, Dove, Notion, Balmoral, Lavinia, Mountain Maid, Liberty, for Newcastle; Magnet, for Cape Hawk.

IMPORTS.—JANUARY 11.

Waratah (s.), from Wide Bay; 8 bales wool, Flower, Salting, and Co.; 21 bales wool, Mort and Co.; 18 bales wool, Montefiore, Graham, and Co.; 13 bales wool, Gilchrist, Watt, and Co.; 33 bales wool, Lotze and Larnach; 32 bales wool, Dangar, Gilchrist, and Co.; 15 bales wool, Griffiths, Fanning, and Co.; 11 bales wool, Young, Lark, and Bennett; 20 bales wool, C. M'Donald; 10 bales wool, Mort and Co.; 8 bales wool, M'Intosh and Hirst; 9 bales wool, Towns and Co.; 36 bales wool, Order.

JANUARY 12.

Kate, from Auckland: 10 kegs tobacco, 40 quarter-casks whaley, Gilfillan and Co.; 2 half-tierces 2 cases tobacco, S. A. Joseph; 2 packages, A. and E. A. Levy; 46 kegs saltpetre, Dangar, Gilchrist, and Co.; 5 packages onions, 3 casks oil, H. Russell; 3 tons guano, 2 tons flax, 8 trunks boots, 4 rams, P. Jones; 2500 feet timber, Laidley, Ireland, and Co.; 60 bales wool, Order.

Margaret Eliza, from Hongkong: 2531 bags sugar, 20 cases cigars, 118 packages rope, 80 bundles fibre, 330 rolls matting, 250 half-chests tea, 24 packages, Molison and Black; 3 packages, E. Stabler; 131 half-chests 87 boxes tea, H. Moore; 100 barrels wine, Wolfen, Brothers; 6 packages tea, Griffiths, Fanning, and Co.; 9 packages rope, 3 packages, W. Dind; 600 packages oil, 3 cases opium, 495 bags sugar, 534 packages tea, 1121 packages, Order.

Rangatira (s.), from Melbourne: 14 packages, Watson and Sons; 14 cases, Farmer and Painter; 39 packages, Newton and Co.; 1 case, Flower, M'Donald; 50 hogsheads beer, Graham, Binney, and Co.; 6 cases, Hoffnung; 8 packages, Hyam and Co.; 1 case, Levy, Brothers; 1 cask, Linford; 36 cases, Saddington and Co.; 39 cases cheese, G. A. Lloyd; 11 packages, J. Dean; 19 packages, J. Paterson; 150 boxes lobsters, Franck, Brothers, and Gans; 2 packages, Apps; 5 hogsheads, 10 quarter-casks brandy, Tucker and Co.; 3 cases, Sander; 4 packages, Lamb, Parbury, and Co.; 4 cases, Thacker, Daniell, and Co.; 2 cases, Marsh; 1 case, Robertson; 31 packages, A. Lister; 14 packages, A. M'Arthur; 27 kegs, 15 cases, 70 three-quarter boxes tobacco, W. H. Aldis; 2 bales, Keep and Parsons; 4 hogsheads whisky, 6 cases tobacco, Barr and Co.; 1 case, Brush and M'Donnell; 3 casks Vermont and Stevens; 10 cases Solmitz; 15 packages, Isaacs; 4 cases tea, R. D. Merrill; 21,999 pcs. gold, Union Bank; 3 hogsheads tallow, 5 hogsheads brandy, 397 half-chests tea, 514 packages, Order.

EXPORTS.—JANUARY 11.

Preak, for Melbourne: 120 tons coal, R. Newman.

Iconium, for San Francisco: 698 tons coal, Beilby and Scott; 1 case, R. Humphreys.

SHIPS' MAILS.

MAILS will close at the General Post Office, as follows:—

FOR SAN FRANCISCO.—By the Iconium, this day, at noon, if not underway.

FOR PORT DENISON.—By the Policeman, this day, at noon.

FOR BUNBURY.—By the Telegraph (s.), this day, at 5:30 p.m.

FOR WIDE BAY.—By the Waratah (s.), this day, at 5:30 p.m.

FOR WELLINGTON.—By the Dart, on Tuesday, at 6 p.m.

FOR OTAGO.—By the City of Melbourne, on Tuesday, at 6 p.m.

FOR GRAFTON—By the Grafton (s.), on Wednesday, at 5.30 p.m.

MAILS BY THE NORTHAM.

General Post Office, January 10th, 1862.

The mails by the Peninsular and Oriental Steam Navigation Company's steamer NORTHAM will be made up at this office on WEDNESDAY, the 22nd instant, at 9 a.m. for all letters not addressed to the United Kingdom, and at 11 a.m. for all letters so addressed. Newspapers must be posted one hour before the letters, *i. e.*, at 8 and 10 a.m. respectively.

The following mails will be despatched, viz.:—To the United Kingdom, via Marseilles and via Southampton. To France and other Continental States (in a closed mail to France). To the Northern countries of Europe, via (when marked) Trieste. To Melbourne, Tasmania, Adelaide, Western Australia, Mauritius, Suez, Alexandria, Malta, Aden, Madras, Calcutta, Bombay, Ceylon, Batavia, Singapore, Manila, China, the Cape of Good Hope, and St. Helena.

Registered letters not addressed to the United Kingdom will not be received after 4 p.m. 21st instant, but letters addressed to the United Kingdom will be registered from 9 to 10 a.m., 22nd instant. All letters and newspapers not otherwise marked will be forwarded by this opportunity. Letters intended to be transmitted by any of the special routes above mentioned, viz., "via Marseilles" (in closed mail to France), or "via Trieste," must be so addressed.

Rates.—All letters going to or through the United Kingdom must be prepaid, the additional charge on those sent "via Marseilles" is 3d. the quarter-ounce. On letters addressed "by the closed mail to France," the colonial postage only (6d. the half-ounce) is required. On letters sent "via Trieste" the postage (as already notified) is 1s. the half-ounce.

W. H. CHRISTIE, Postmaster-General.

N.B.—All letters and newspapers posted in the iron letter receivers must be so posted before 7 a.m. 22nd instant.

CUSTOM HOUSE.—Entered Outwards, January 11:—Annie Archbell, ship, 706 tons, Captain Morrice, for London; Telegraph (s.), 70 tons, Captain O'Reilly, for Brisbane.

The A. S. N. Company were apprised by telegram, about four o'clock on Saturday afternoon, of the safe arrival of the City of Sydney at Adelaide, from King George's Sound; the outward trip having been performed in four days two hours, and the inward trip, from King George's Sound to Adelaide, in four days three hours. Captain Moodie reports all well.

The cargo of the Kembla (s.), from the Clyde, consists of 40 bales wool, 3 horses, and sundries.

The Rangatira (s.) left Port Phillip Heads on Thursday, the 9th instant, at 6.45 p.m., and arrived at the Company's wharf, Sydney, at 10.40 a.m. 12th instant. She had light N.E. winds and hazy weather to Wilson's Promontory, and was detained, by a fog, two hours in Bass' Straits; thence to Cape Howe, variable S.W. weather, and fresh southerly breezes and cloudy the remainder of the passage; passed the schooner Douglas off Montague Island, bound south. Some uneasiness was felt respecting the Rangatira, was delivered of a daughter on Saturday morning, off Cape Howe.

The Waratah (s.) left Maryborough on Wednesday, the 8th, at 11.30 a.m., and crossed the bar at 5 a.m. on the 9th instant, with a light easterly wind; passed Cape Moreton at 4.30 p.m., and Smoky Cape at 7 p.m. the following day, strong N.E. winds, and entered Sydney Heads at 9.30 p.m. On Saturday, 11th instant, passed a steamer fifteen miles south of Smoky Cape. The Waratah (s.) reports the Mary Rose and Seagull at Maryborough. Passed the Clarence (s.) in the river, bound up, and the Duke of Wellington in the bay, for Sydney.

The barque Kate, Captain Jones, from Auckland, January 1st, reports the Maria brig and schooner Adcona, arrived on the 1st, both from Adelaide, with wheat; the Mermaid, ship, arrived on the 14th from London; the Rita, brig, sailed from Otago on the 30th December; the Rebecca was lying in the Manakau, from Otago; H. M. S. Miranda arrived in the Manakau on the 28th December, with the English news; on the 6th January passed the barque Constance, bound to Auckland, in longitude 166·14 East, latitude 33·40 South.

The Margaret Eliza, from Hongkong, the 10th November, has not spoken any vessels connected with the colonies; she passed Anger on 27th November, and experienced southerly winds nearly all the passage to Cape Leuwin. She has also been detained for the last week within thirty miles of this port through contrary winds.

The Raven has experienced very heavy weather during her passage from Port Cooper; on the 4th instant, during a heavy squall, she shipped a sea, which stove in the cabin windows and started the covering board on the starboard side.

THE AIREDALE, (s.)—The Intercolonial Royal Mail Company's steamship Airedale made a trip down the harbour on Saturday afternoon, the object being to test the efficacy of the alterations recently made in her machinery, and to correct the errors in her compasses. The result was highly satisfactory. The measured mile on the downward trip was run in 6 minutes 15 seconds; the same distance on her return being accomplished in 5 minutes 45 seconds—giving an average of exactly ten miles an hour. On leaving Bradley's Head, she made the circuit of North Harbour, thence proceeded outside the Heads, and in returning stopped at Watson's Bay and other places to correct her compasses. Her machinery worked smoothly, there being almost a total absence of the vibration so common to screw steamers. We understand that a very large sum has been expended on her during her two months' sojourn in Sydney; the results obtained fully justify the expenditure. Two miles an hour have been added to her speed, and a considerable saving in fuel is calculated upon from the fact that the water passing into her boiler is 26 degrees higher in temperature than was the case previous to the super-heater being fitted. In addition to these, her passenger accommodation, both first and second class, has been greatly improved, and no pains nor expense have been spared to make her in every respect suitable for her present service. The Lord Ashley is the next of the company's vessels to be refitted. He saloon is to be reconstructed on a plan that will afford increased accommodation to passengers. The Airedale leaves for New Zealand upon the arrival of the English mail, where she is to remain for some months as the company's inter-provincial steamer. We may mention that the various improvements in the machinery of the Airedale have been effected at the A. S. N. Company's Works at Pyrmont, under the superintendence of Mr. M'Arthur.

The screw steamer Corio sailed from Bellambi on Thursday at noon, bound for Geelong, with 220 tons coal, being the first shipment to supply a contract with the Victorian Government for the Railway Department for 1862.

WIDE BAY.

DEPARTURES.

December 22.—Duke of Wellington, for Sydney. Cargo: 50 bales wool and a quantity of log timber.

[BY ELECTRIC TELEGRAPH.

MELBOURNE.

ARRIVALS.

January 10.—Wonga Wonga (s.), from Sydney; Lord Raglan, from London.

January 11.—White Swan, from Adelaide; Goldseeker, from Wellington.

WINDS AND WEATHER.

January 11, 9 a.m.—Queenscliff, S.S.W., fine.
Armidale, N.W., fine.
Tamworth, calm, fine, very hot.
Murrurundi, W., fine, clear.
Mudgee, N., fine.
Bathurst, W., fine.
Goulburn, N.W., fine.
Braidwood, W., fine, clear.
Yass, W., clouds.
Gundagai, N.E., fine.
Wagga Wagga, calm, fine.
Kiandra, N.E., storm.
Deniliquin, N., very hot.

STATE OF THE LINES.

Intercolonial, communication perfect.
Northern " "
Kiandra " "
Western " "
Railway " "
South Head " "
Adelaide " "

The Woolloomooloo will probably sail for London on the 16th instant. Her cargo will consist of about 1600 bales wool, &c. We believe that Walter Gray and Co. have already booked a considerable number of passengers who are bound homewards, and are informed that the same firm purpose laying on another fine ship immediately to sail from this port for London.—*Queensland Guardian*, January 4.

The ship Persia cleared Cape Moreton on Tuesday, the 31st December, at noon, with a strong breeze from S.E.—*Courier*, January 6.

The delay in the passage of the Yarra Yarra is accounted for by her engines breaking down soon after passing the mouth of the Clarence. On her last trip to Sydney she was put on the slip and thoroughly overhauled. On her return she cleared the Port Jackson Heads at 8 p.m. on the 31st December; passed Newcastle at 3 a.m.; Port Stephens at 6·30; Smoky Cape on January 2nd, at 2 a.m.; and the Clarence River at 2 p.m. Half-an-hour afterwards a sharp click was heard, and the engines were found to have broken down. The intermediate shaft was carried away and did great damage to different parts of the machinery and one of the paddle boxes; the two plummer boxes were also broken. Mr. Brodie, the engineer, was sitting quite close to the spot, and had a very narrow escape for his life. The floats were then taken off the wheels and the Yarra Yarra proceeded under canvas towards her destination. At half-past one on the 3rd, the Waratah hove in sight, and the nature of the accident having been made known, took the Yarra Yarra in tow. At midnight, at little to north of Cape Byron a heavy squall came on from the south and the hawser parted. The Waratah remained in company, but owing to the roughness of the weather, a hawser could not be got on board again until 10 a.m. At half-past five the hawser again parted. A squall came on about midnight, and the Yarra Yarra stood out to sea, waited on by the Waratah. On Sunday morning, when off Cape Moreton, the hawser was again fastened, and the disabled vessel was towed through the Middle Passage, and reached the bar at 2 p.m. The Waratah then proceeded on her voyage to the North. It will be seen from an advertisement that the passengers by the Yarra Yarra have presented an address to Captain Bell, commending his able seamanship under the trying circumstances in which he was placed. In his reply he justly praises the manner in which Captain M'Dermot of the Waratah, remained by the disabled vessel, and in the end brought her safely into port.—*Queensland Guardian*, January 8.

About twenty sheep were washed on shore at Cape Moreton on Sunday morning last. The lighthouse keeper informed Pilot Sholl, who has conveyed the intelligence to us through Mr. Brodie, engineer of the Yarra Yarra. The sheep are supposed to be from the ship Sweepstakes, which left Melbourne for Keppel Bay.—*Queensland Guardian*, January 8.

NEWCASTLE.

ARRIVAL.

January 10.—Pearl, schooner, 142 tons, Wills, from Rockhampton.

DEPARTURES.

January 10.—George, schooner, Hurley, for Melbourne, with 150 tons coal.

January 11.—Esperanza, brig, Bain, for Melbourne, with 190 tons coal.

MELBOURNE.

ARRIVALS.

January 3.—Royal Saxon, Chariot of Fame, Summerlee, from Liverpool; Neva, from Leith; Lion, from Sydney; Hebe, from Rotterdam.

January 4.—Sea Nymph, Cyclone, from Newcastle; Neckar, from London; Swetlana, Russian frigate, from Batavia.

January 6.—Carl, Abbey, Agnes, from Newcastle; Rangatira (s.), Impulse, H.M.S. Pelorus, from Sydney; Blue Jacket, from London; Metis, from Hemosand; Norfolk, from Plymouth.

January 7.—Venture, from Newcastle.

January 8.—Squaw, Curlew, Elizabeth Goddard, Monarch, Boomerang, from Newcastle; City of Sydney, from Sydney.

DEPARTURES.

January 2.—General Wool, for Newcastle.

January 4.—Brederode, for Batavia.

January 7.—Glen's Causeway, for London.

January 8.—A. H. Badger, Anne Saunderson, for Newcastle.

The passage of the White Star clipper ship Chariot of Fame, under command of Captain Kerr, late of the Mermaid, from Liverpool, is one of the quickest on record. She left the Mersey on the 27th October. The Cape de Verd Islands were sighted on the eleventh day out; the Equator crossed on the twenty-first day; the meridian of the Cape on the forty-third day; and Cape Leuwin was passed on the fifty-ninth day out. On this coast she met with southerly winds, tending to eastward, and S.E. winds; and when within a short distance of this port has been detained for five days. She is a splendid ship, and is in first-rate order.—*Melbourne Herald*, January 4.

The Aldinga (s.), from Otago, sighted, on the 23rd ultimo, in 44·16 south, and longitude 159·3 east, the whaling ships Illinois, Captain Potts, and the James Maury, Captain Wing, both of New Bedford, were spoken. The former had 1400 barrels of oil, out of which 500 were sperm. She had taken nine whales in all December; the latter had taken eight whales since leaving Sydney.—*Melbourne Herald*, January 6.

The Russian frigate Swetlana, 36 guns, anchored in Hobson's Bay late on Saturday night. She is from the East Indies, last from Batavia, and is bound home. In the absence of any man-of-war, the customary salutes were not fired. She was visited early yesterday by the Russian consul.—*Argus*, January 6.

ADELAIDE.

ARRIVAL.

January 1.—Shah Jehan, from Newcastle.

DEPARTURE.

January 7.—Blackwall, for London; Jane, for Mauritius.

AUCKLAND.

ARRIVALS.

December 23.—Hebe, from Newcastle.
December 27.—H.M.S. Miranda, from Sydney.
December 29.—Corneille, French frigate, from Sydney.

We regret to learn that the schooner Eliezer, Captain Blair, which was so long engaged in the Auckland and Napier trade, was lost in Waitangi harbour, Chatham Islands, on the 7th December last. The Eliezer was a full ship with potatoes and part of the wreck of another vessel, and bound for Auckland, when she parted from her anchor in a strong westerly gale. She was driven on shore and became a total wreck. All hands saved; but the schooner, the property of Mr. George S. Graham, was uninsured.—*Southern Cross*, December 31.

BAY OF ISLANDS.

ARRIVALS.

December 20.—Triton, of New Bedford, Packhard, 14 months, 160 barrels sperm.

December 26.—Japan, of New Bedford, Grant, 31 months, 1600 barrels sperm.

WHALING INTELLIGENCE.

The ship Petrel, 352 tons, Fuller, New Bedford, 51 months out, with 1250 barrels sperm, 250 barrels humpback, arrived at Russell on the 14th December, and is now fitting for home.

The barque William Gifford, 320 tons, Baker, New Bedford, off and on, has been on the sunken rock inside the Cavallos. In attempting the passage between the islands lost an anchor besides damaging the ship, forefoot, &c. The ship struck the rock at 9 a.m. on the 20th whilst running before the wind, and was on for about an hour and a quarter when she forged over. She has lost her false keel and forefoot, and is bound to Sydney for repairs. She had just left Mongonui. She makes no water. The rock is in the middle of the passage between the islands and the main. In the *Pilot* it says the rock is scarcely awash at high water. It should be *low water*. Our informant knows the rock well—any part of it is only to be seen when there is a heavy swell on, and then only at low water.

The ship Japan arrived at Russell on the 26th. Captain Grant reports the following vessels:—

Prince Edward, brig, 170 tons, Mongonui, November 20th, with 70 barrels sperm.

Elizabeth, ship, 329 tons, Winslow, New Bedford, December 10th, with 400 barrels sperm.

Herald (2), ship, 363 tons, Little, New Bedford, December 10th, with 500 barrels sperm.

Caernarvon, Sydney, five weeks out, with 60 barrels sperm.

Hope, ship, 295 tons, Gifford, New Bedford, nothing since leaving Sydney.

On the 12th December, in latitude 37° south, longitude 158·30 east, Captain Grant fell in with a vessel of about sixty-eight feet keel, newly sheathed with 18 oz. muntz metal, or was so a short time before she capsized. She appeared to have been several months in the same state. Captain Grant endeavoured to cant her, but there being so much sea on he could not accomplish it, he therefore had her scuttled and left her. The only mark observed was a brand in the flush of a block, viz.:—"City Saw Mills." The planking of her bottom was a reddish sort of wood, but neither cedar or kauri. This, we imagine, must have been the same vessel reported by Captain Roberts, of the Swordfish, which arrived in this port from Launceston on the 14th November. We reprint Captain Roberts' statement:—"On the 1st November, in latitude 39° south, longitude 157·30 east, at 10 a.m., passed close to a vessel bottom up, of from fifty to sixty feet keel, flat floor, recently coppered to about six feet. She did not look as if she had been long capsized. She was level with the water forward and about three feet above it abaft."

On the 26th December, a French man-of-war put into the Bay of Islands. She anchored off the Brampton, but did not communicate with the shore. Sailed for Auckland on the morning of the 27th.

HONGKONG.

ARRIVALS.

November 2.—George Lees, from Sydney.
November 5.—Revenue, from Sydney.

LOADING.

November 10.—Agincourt, Pons Æili, for Sydney and Melbourne.

SHANGHAI.

LOADING.

November 10.—Ngapuhi, for Sydney.

FOO CHOW.

LOADING.

November 10.—Juverna, Isis, for Sydney.

MANILA.

LOADING.

November 1.—Great Britain, for Sydney.

OTAGO.

ARRIVALS.

December 21.—Bessie, from Newcastle.

DEPARTURE.

December 23.—Bella Vista, for Newcastle.

PORT OF SYDNEY.

IMPORTS.—JANUARY 11.

Books, 3 packages	...	£40	Sugar, 25 tons	...	£1000
Drapery, 4 packages	...	120	Stationery, 51 packages	...	1240
Fruit, 70 packages	...	75	Tallow, 19 casks	...	130
Hides, 7	...	4	Wool, 58 bales	...	1978
Oilstores, 14 packages	...	70	Whiting, 150 barrels	...	140

SYDNEY OBSERVATORY.

Latitude, 33° 51′ 41″. Longitude, 10h. 4m. 46s.

The time ball is dropped accurately at one o'clock Sydney mean time, or 14h. 56m. 14s. Greenwich mean time.

SYDNEY HEADS.

	TIME.	WINDS.	REMARKS.
Jan. 11.	8·30 a.m.	E.N.E.	Light, and hazy.
	Noon.	N.E.	Moderate, and ditto.
	5 p.m.	S.S.E.	Strong, and cloudy.
Jan. 12.	8·30 a.m.	South	Moderate, and cloudy.
	Noon.	S.S.E.	Ditto, and ditto.
	5 p.m.	S.E.	Ditto, and ditto.

METEOROLOGICAL OBSERVATIONS, TAKEN AT 9 A.M., SATURDAY, JANUARY 11TH, 1862.

Stations.	Barometer.	Thermometer.	Dry bulb.	Wet bulb.	Max. shade.	Min. shade.	Rain gauge.	Direction of wind.	Force of wind.	Extent of cloud.
Albury ...	29·156	90°	87°	73°	111°	81°	0·	N.	3	5
Goulburn	27·784	83°	85°	67°	103·5	67·2	1·	N.W.	3	4
Bathurst..	27·836	81°	85°	0°	101°	65°	0·	N.W.	3	8
Windsor...	29·826	82°	97·7	75·1	107·2	69°	0·	N.W.	1	0
Newcastle.	29·912	80°	91·5	72·5	92·3	69·9	0·	N.W.	3	4

STATE OF THE WEATHER.

January 11.—Albury, fine, warm; Goulburn, fine; Bathurst, cloudy; Windsor, close, sultry; Newcastle, hazy.

DIARY.

MEMORANDA TO THE NEXT PUBLICATION.

1862. January.		SUN. Rises.	Sets.	HIGH WATER. Morn.	After
13	MONDAY	4 58	7 2	6 59	7 21

MOON.—Full, 16th instant, 0h. 0m., p.m.

The Sydney Morning Herald.

MONDAY, JANUARY 13, 1862.

THE announcement of probable war between England and America has created great excitement and anxiety. No one can affirm that the rumour is absolutely untrue. All we can do in the present state of information is to glance at the facts on which it is said to rest. In substance, the statement seems to be that neutrality has been violated by a war steamer belonging to the Federal States, and subsequently by a steamer the property of the Confederates.

We lately received information that the Commissioners of the Confederate or Southern States had sailed from the South, and that there were Federal or Northern ships on the lookout for their capture. One part of our telegram reports a rumour that they have been actually taken—and that from the West Indian mail steamer La Plata; another paragraph implies that the West Indian steamer had arrived at Southampton, but without any reference to this capture. We gather from the whole the following:—First, that a Federal war steamer, name not stated, was admitted into the port of Southampton and underwent repairs. Secondly, that the Confederate war steamer Nashville entered Southampton, with the crew of a prize. Third, it was imputed to the U. S. steamer that she was, while in the port of Southampton, lying in wait for the West Indian mail, and with the intention of meeting her outside the port. Fourth, that some correspondence has passed between the Ministry and the American Ambassador, and that the violation of neutral rights is disclaimed. Fifth, that a vague apprehension has arisen out of these circumstances of a serious disturbance of our relations with both the belligerents.

The very nature of the war itself must constantly give rise to complications. Three great divisions of the Anglo-Saxon race are now continually crossing each other—two being at war, the third at peace. Under these circumstances an enemy's cargo is stowed under a neutral flag, contraband of war is intermingled with every freight. The laws of blockade are privately interpreted by every naval commander.

The American doctrine denounces blockades upon paper—denies the right of search—makes the flag cover the merchandise—declares, with more strictness than is maintained by any European nation, the vessel part of the territory of the State to which it belongs. This doctrine has come into violent collision with all the exigencies of this most unexpected and most unnatural war. We must be sure that every day the contest continues the risk of collision is increased among the neutral powers. We suspect, too, that the dashing American commanders are not very scrupulous; and that the commodore who shall place our Cabinet in a position of difficulty will be greeted with loud applause. Extreme rights in troubled times cannot be enforced except by menaces, backed by artillery. But will the British Government accept the gauntlet if thrown down by some fire-eater among the Federalists? Or may not a disguised ally of the Confederates seek, by this means, to embroil the Governments of London and Washington?

We suspect that England will not rush into this conflict. It will be necessary for the Cabinet of Washington to avow and support infractions of neutral rights before Great Britain will have recourse to the last argument. In such a war no glory is to be acquired. It will add another to the deplorable examples America has given to the world, that peoples essentially one can exhibit greater ferocity, malignity, and hatred than those who are "aliens in blood, in language, and in religion."

Our impression, therefore, would be that the Cabinet of Washington will disavow all infractions of the law of nations; that, having claimed for herself the very broadest interpretation of neutral rights, she will not defend their violation, but will make reparation for any rashness on the part of her commanders. That quiet dignity with which England has hitherto held an even balance between the belligerents would induce her to condone irregularities which would cease to be excusable only when they are intentional, and are subsequently adopted by the State.

The accounts of the war are exactly of the same character as all we have hitherto received: immense armies—gigantic plans—and, considering the issue, the field, and the number of warriors, very small and indecisive affairs,—four hundred men killed on one side and four hundred on the other. Our inference is that they are all of the same mould—carry the same arms—have equal confidence in their cause and valour to maintain it—are like each other in everything—in short that they are brethren. No one can see in the new facts any promise of the settlement of this quarrel save in the assurances of those who report its progress.

A conclusion, then, ought not to be hastily formed, especially ought we not to overlook the improbability of war between England and America. In spite of the vehemence of language used by writers on both sides, we can only suppose a contest likely as the result of some violent revolution in the politics of Washington. It may some day be convenient to cast the reproach of this war, and the failure of the Federal arms, on the jealousy, perfidy, and wickedness in general by which the English are said to be distinguished. If, however, the attempt in Canada, threatened by some of the New York journals as the solace for the secession, should ever be attempted, it is not improbable that it may be met as proudly and as successfully as any aggression encountered under the British flag.

These are, however, imputations which perhaps ought not to be credited on the authority of a New York journal, and we should imagine that Mr. LINCOLN has enough upon his hands, and that any difficulties which may arise will be settled in a spirit of mutual good faith.

We could hardly dare to contemplate the immense misery which must result from any other course. Civilisation would be disgraced by the encounter of English and American vessels in every quarter of the world. Every blow struck would vibrate through both nations, and would be not merely deplorable for its immediate consequence, but as casting a doubt upon the future of our common humanity. What hope can mankind entertain if nations having all the ties of traditional unity, and actual fraternity, and possessing in the highest degree those advantages which attach to peace, surrender their councils to the domination of mere animal passions, and recklessly cast away the achievements of a half century of intercourse, never for a moment interrupted, and hitherto productive of their common prosperity?

WHAT are we to understand by the telegram which reports that "the French Government has announced its financial difficulties—deficit 40,000,000 sterling; the EMPEROR surrenders the prerogative of controlling the Finances, and M. FOULD is appointed Minister of Finance"?

Forty millions deficiency in the accounts—if we are to understand for the current year—is about half the revenue of France.

It is impossible to suppose this measures the falling-off of any fixed revenue, or points to any annual augmentation of expenditure. About one-eighteenth of the national debt of England—such a deficit, continued for a series of years, would ruin any Government. We do not suppose, however, that it implies more than an adjustment of accounts. It probably covers some loan, which it may be necessary to renew or replace. Taken in this light, £40,000,000 is no great concern to a wealthy nation, comprising not far short of 40,000,000 of souls. That is an annual charge of 1s. The change indicated in the management of the finances is no novelty, at least in promise and purpose. The Government has long intimated a return to a more constitutional method of regulating the grant of public money, and we should regard this movement of the EMPEROR as one of the steps foretold by which an approximation would be made to the practice of the British Parliament.

The French debt has vastly increased within the last twenty years, having doubled, and being now nearly half the amount of the English debt. In the *Revue de Deux Mondes* of February last the subject is treated with great vigour. It is shown that the gigantic interference of Government in promoting the development of trade, agriculture, and public works has created some anxiety, if not considerable hazard, and it marks the dangerous fact that a large proportion of loans for which the Government is responsible has been employed in the completion of improvements of doubtful reproductive value. It observes the departments, villages, and rural parishes ardently impelled in the path of unproductive expenses and loans, receive, instead of counsels out of prudence, greater facilities for indebtedness. Strange fluctuations of some of the shares have more than once excited alarm, and have shown what mischief might result. It is remarked that the *credit foncier* has expended, out of 180,000,000 francs, 50,000,000 or 60,000,000 on rural property, 120,000,000 having been advanced on building, or on land for building purposes, in the city of Paris and its suburbs.

Unquestionably all these facts have awakened both enquiry and apprehension, and they have been followed by other papers so vigorously as to obtain for the publication an *avertissement*. One passage, however, is so appropriate to the meridian of Macquarie-street, as naturally to suggest the parallel a thousand times established between despotic Government and an extreme democracy.

"England, at the moment even when France borrowed 200,000,000 francs, has not hesitated to demand from taxation the extraordinary supplies required by the wars of India, of China, and the Crimea. After having carried to their extreme limit the taxes on consumption, she did not shrink from imposts the most unpopular rather than cast on futurity the charges made necessary by unforeseen events, or by the enterprises which subserve the designs of her policy. Free Governments obtain from the concurrence of the nation the power necessary to make such sacrifices to be accepted; then the representatives of the country exercise the principal influence on its destinies. The public interest is the chief motive of grand enterprises, and the certainty of this gives to all the courage to support the burden. The Governments in which the responsibility is not divided are too often guided by other motives, and succumb to other necessities. A single power, having to account to itself alone for all its resolutions and designs, seeks sometimes to make them acceptable, by disguising and postponing their onerous consequences. To be truly worthy to govern, it is necessary to know how to disdain the miserable pursuit of popularity, to retreat not before any of the rude conditions of power, nor to sacrifice to the exigencies of the day any of the permanent interests of the country. Such a Government must have an ambition sufficiently lofty to think without ceasing of posterity, and to maintain a just balance between that which is properly accorded to the present and that which belongs to the future."

Such are the warnings which we have been accustomed to read in the publications of the constitutional party who never cease to invoke the freedom of debate and Parliamentary surveillance. It is alleged that the sinking fund has been too often appropriated to meet current expenses, and that the financial statements are full of obscurity and illusion. It is, however, fair only to recognise the fact that at no period of its history has the debt of France increased so rapidly as under the Republic of 1848—when every theory of political economy calculated to devour the public substance rioted in the streets and overawed the Assembly. It is alleged that the new commercial policy of France has deranged its finances. It is also stated that the failure of the harvest is equivalent to a heavy tax on the people.

It is perfectly true that financial difficulties have preceded the ruin of most Governments in France; and, indeed, when they are such as to destroy the public confidence in the solvency of the State, they must paralyse every form of industry, and create that exasperation which vents itself in a blind vengeance on power. It does not, however, appear very probable that any great embarrassment will arise so long as NAPOLEON exercises that prescience, vigour, and influence which ten years' extraordinary prosperity have established and illustrated.

BY ELECTRIC TELEGRAPH.

LACHLAN.

[FROM OUR CORRESPONDENT.]

Saturday morning.

ALTHOUGH there has been but little work doing this last week, several large parcels of gold have been sold.

Our next escort will be the best yet sent from this place.

The Strickland Reef, ten miles distant from here, is still producing excellent stone. Gold is found in the shallow ground in the neighbourhood of it. Want of water alone prevent its being worked.

A steam quartz-crushing machine is being erected here.

Two shafts on the south lead have struck gold.

A great number of shafts are being struck on the Victorian lead.

The weather is excessively hot.

DINNER TO MR. B. JAMES.

ON Saturday evening last, a testimonial dinner was given to Mr. Benjamin James, on the occasion of his departure from the colony on a visit to England. The dinner took place in Clarke's Assembly Rooms, Elizabeth-street, which was tastefully decorated with banners and emblematical devices, presenting a very gay and animated appearance. A band was also in attendance, playing airs appropriate to each toast as it was drunk. A row of tables ran down each side of the room, with a cross table at the western end, for the chairman and notabilities. These tables were well filled throughout, and there must have been over 200 persons present. The chair was occupied by the hon. C. Cowper, with Mr. James on his right, and the hon. J. Robertson on his left. The Mayor (Mr. J. Oatley), and Alderman Sutherland, M.L.A., acted as croupiers at either table. Amongst the company assembled were the following members of the Assembly:—Mr. W. B. Allen, Mr. Buchanan, Mr. Caldwell, Mr. Cunneen, Mr. Garrett, Mr. Love, Mr. Markham, Mr. Stewart, and Mr. Sutherland. A letter from Dr. Lang, excusing his absence, was also read. The dinner, provided by Mr. Clarke, was served in very superior style, and, to judge by the way it was disposed of, gave the most complete satisfaction. On the tables being cleared,

The CHAIRMAN gave the usual loyal toasts, "the Queen;" "Prince Albert, Albert Prince of Wales, and the rest of the Royal Family;" "the Governor-in-Chief;" and "the Army and Navy, and the Volunte

[By Electric Telegraph.]

ARRIVAL OF THE

BENARES.

[FROM OUR ADELAIDE TELEGRAPHIC CORRESPONDENT.]

[A portion of the following appeared in our Second Edition issued on Saturday evening.]

The City of Sydney arrived at Glenelg Pier at 12.30, after 99 hours' passage.

The P. and O. steamship Benares, Captain Stead, arrived at King George's Sound at 7.30 a.m. on the 7th instant; she left Galle on the 23rd December.

Passengers.—For Melbourne: Miss Clements, Mr. and Mrs. Hovil, Mr. and Mrs. Latouche, Messrs. Klingenger, M'Ewen, Kersley, Thompson, Martin, Hansbrow, and Ross. For Sydney: Captain and Mrs. Gorden, Lieutenant Frazer, Messrs. Armstrong, N. Pry, Gibson, Taylor, M'Leay, Humfray, M'Intosh, Mimisso, and G. C. Perrins.

Captain Reynolds, Admiralty agent.

LATEST ENGLISH NEWS BY TELEGRAPH, VIA INDIA.

SERIOUS DIFFICULTY ARISEN BETWEEN ENGLAND AND THE NORTHERN STATES OF AMERICA. WAR NOT IMPROBABLE.

The export of saltpetre from Great Britain has been prohibited.

Great excitement prevails.

Consals are lower 1¼ per cent.

Cotton one penny per lb. lower.

*** Postscript to above Telegram is as follows:—*Rumoured that war has actually been declared, but cannot vouch for the truth of it.*

London, 26th November.

The Australian September mails were delivered in London on 14th and 19th November.

There had been several violent gales on the English and Irish coasts, and the Channel, and more are foretold. Heavy disasters are reported from sea. Four large steamers were wrecked.

Great excitement has been created at Southampton by the arrival there of the Confederate war-steamer Nashville, with the crew of a prize, the Harvey Birch, that she had destroyed in the British Channel.

It is supposed that the neutrality of England will be violated if the Nashville is permitted to refit at Southampton, although a Federal war-steamer put into the same port three weeks before, and underwent the needful overhaul.

The rate of insurance on American ships has been greatly raised in consequence.

THE NEUTRALITY QUESTION.

The *Scotsman* reports that a United States war steamer ran into Southampton Water, to refit nominally—really, as it is averred, to seize the West India mail steamer then due, and supposed to have on board Mr. Slidell and Mr. Mason, Confederate commissioners, who were contraband of war. The mail steamer came two days before she was due, and thus escaped the fate intended for her. Communications then took place between our Government and the American Minister, in which the latter disclaims any intention such as that imputed to the proceedings of the United States steamer; or rather, he disclaims any knowledge of the matter. The United States steamer has now departed, but is supposed to be cruizing off the Irish coast for purposes similar to those which brought her to Southampton.

It is reported on board the Benares that the West India mail steamer La Plata was boarded and seized by an American war steamer, called the James Adger, and the commissioners taken prisoner.

A feeling of hostility has been engendered in Canada, in consequence of the outrageous language which has recently been held by the United States in reference to England.

The new Governors of South Australia and Western Australia have sailed from England—the former in the Suffolk, and the latter in the Strathallen.

A house of seven stories, in Edinburgh, has fallen to the ground, killing upwards of twenty-two people and injuring twelve others.

A new and vigorous National Reform Association instituted at Leeds.

The spinners throughout the Lancashire districts are making experiments for carrying out the manufacture of Indian cotton.

OBITUARY.

General Sir H. Douglas, Sir John Forde, M.D., Mr. Duncan, Mrs. M. Geofrey de Saint Helliare, and the King of Portugal.

AMERICA.

On the Potomac, the two armies, under Generals M'Lellan and Beauregard, each numbering about 250,000 men, still face each other, and do nothing. Not a single incident worth reporting has occurred in this quarter, excepting a disastrous and disgraceful defeat of a body of Federals near Leesburg, which is called the battle on the Bluff.

The Federal naval expedition has captured Port Royal after a bombardment, and landed 15,000 men at Beaufort, in South Carolina—the town and neighbouring plantations having previously been destroyed by the Confederates.

On the Lower Potomac the Confederates have withdrawn a large portion of their force; therefore the protection of the South is threatened by the Federals.

Two engagements have taken place at Bletmont, in Missouri; the Federals losing from 300 to 500, and the Confederates also suffering severely.

General Scott has retired from the command-in-chief of the Federal forces, and has arrived in England—General M'Lellan having assumed the chief command.

400 Confederates are said to have been killed and 1000 taken prisoners in an engagement in Kentucky.

The Federal Government are preparing another naval expedition, having for its objects—first, to carry the war into the cotton States, which are chiefly responsible for the rebellion, and by doing so to produce the disorganisation and dispersion of the immense rebel army now collected in Virginia; second, to secure winter quarters for troops, and harbours of refuge for the naval and mercantile marine; third, to open one or more Southern ports to commerce, and thus satisfy all demands, and obviate all difficulties about the supply of cotton and the efficacy of the blockade; and fourth, to form a nucleus in those rebel States, near which the long supposed loyalty and good sense of the people may find safe and appropriate expression, and to encourage and stimulate the reactionary feeling, of which a remarkable and encouraging manifestation was made in North Carolina.

FOREIGN NEWS.

FRANCE.

The great event of the month in France has been the announcement by the Government of its financial difficulties. The deficit acknowledged is not less than forty millions sterling. The Emperor surrenders for the future the prerogative of controlling the finances of the State, and has appointed M. Fould as Minister of Finance.

ITALY.

The Italian Parliament reassembled on the 20th November, and the final propositions made to the Pope, and rejected by him, have been communicated to the Chamber.

The following is a summary:—The Pope and Cardinals are to preserve their dignity and inviolability. Full liberty is granted to the Sovereign Pontiff as to his acts, or Divine rights as chief of the Church. The Pope is empowered to send Nuncio to communicate with the bishops of the faithful, and to convene synods and councils without the intervention of the Government. The King of Italy renounced his right in respect of ecclesiastical benefices. The Italian Government relinquishes all right of interference in the nomination of bishops. The King of Italy will guarantee to the Pope a certain revenue.

AUSTRIA.

Austria has communicated to the Foreign Governments that the measures taken towards Hungary are essentially provisional until that country accepts the privileges granted by the Crown.

PRUSSIA.

Prussia has proposed certain reforms to the Zollverein, from which she will withdraw if not acceded to.

POLAND.

The system of military repression continues to be carried out in Poland with great brutality. The administrator of the archbishopric of Warsaw has been arrested. The churches at Warsaw are still closed, and numerous arrests are daily made, followed by banishment, &c.

RUSSIA.

The financial difficulties which had terrified Louis Napoleon places Russia also within an administrative collapse, as the Government is embarrassed for the want of means, and the troubles with the serfs are threatening.

MONETARY AND COMMERCIAL.

The Bank of England directors have reduced rate of discount from 3½ to 3 per cent. The demand since has been much brisker.

Good bills from 30 to 90 days are now done at 2¾ per cent. in Lombard-street.

Consols, for money, 94⅛ to 94¼.

Colonial Government Securities—New South Wales 5 per cent., 99 to 100.

Victoria 6 per cent., April and October, 104½ to 105.

Exports to Australia during the month amount to £467,595 against £427,637 in September-October; increase, £39,958—principally consisting of fine goods. In the exports, which are very heavy, there is a considerable decrease in hardware, railway materials, machinery, glass, and earthenware.

The month's export to Sydney amounts to £254,460, against £240,074 in September-October. Increase, £14,376. Large shipments in fine goods, glass, earthenware, slates, and salt.

The dividend of the London Chartered Bank of Australia to be proposed at the next meeting is 4 per cent.

The Bank of Deposit and National Assurance Association has suspended payment. Liabilities, £360,000; assets, equal to about three shillings. The loss will mostly fall on the industrious.

WOOL REPORT.

November 23rd.

Last sales commenced on 7th November. Up to date about half the stock has been catalogued. There has been competition for all descriptions of good flocks.

A large attendance of both home and foreign buyers. Prices opened at about the same as the lowest current in July, but after a few days a concession was obtained on all faulty wools. Scoured skin and locks are about 1½d. lower. It was expected nearly all the stock on hand would be brought to the hammer.

PRODUCE MARKETS.

Hides.—Australian met steady sale; best 5¼ to 5½d.

Leather.—Australian sold at rather lower prices.

Skins.—Australian, all offered sold at average decline of 4s. 6d. per dozen.

Bark.—Mimosa in better demand, at advance.

Tallow.—Unsettled. Prices about 1s. to 1s. 6d. under last month.

Coffee.—Large sales affected at an advance of 1s. per cwt.

Rice.—Dull of sale, at reduced prices.

Metals.—Burra copper in demand, at £102 10s.

Spirits.—Good business done in rum at easier prices. Sales of brandy and wines limited.

Wheat.—Market dull. A decline of 1s. per quarter has taken place owing to shipments being made from France to English markets.

Sugar.—Market quiet. Common kinds from 6d. to 1s. lower.

ENGLISH SHIPPING.

ARRIVALS.

Anglesey, and Roxburgh Castle, from Melbourne.
Rifleman, from Sydney.
Sebastian and James Nelson.

DEPARTURES.

For Melbourne.—Chariot of Fame, Perekop, Ann Buckle, Zoboah, Thalatta, Water Nymph, Success, Morning Light, Dover Castle, Suffolk.

For Sydney.—George Marshall, Morpeth (s.s), Granite City, John Banks, Nourmahal.

For Brisbane.—Queensland (s.s.).

The Pathfinder and Colina had sailed from Hamburg, and the Cosmopolitan and Sophia from Rotterdam, for Melbourne.

CRICKET.

INTERCOLONIAL MATCH.

NEW SOUTH WALES.

SECOND INNINGS.

Melbourne, Saturday, 12.30.

When the stumps were drawn yesterday evening, the score stood six wickets for 51.

Moore and Gilbert went in, Bryant and Costick bowling. Gilbert is playing admirably, and with great judgment. Conway has relieved Bryant at the bowling, and Moore made a beautiful drive for four. The weather is very fine, with a refreshing south-west breeze. The attendance is very meagre.

1.20 p.m.

Moore was bowled by Costick for 21. Six wickets for 75.

1.50 p.m.

Ward succeeded Moore, and he and Gilbert are still in, the latter playing very carefully, and has up to this time made 24 runs. He made a fine cut for four, which was very badly fielded by Huddlestone. Wardill has relieved Butterworth as longstop, he having hurt his hand. A fast bye off Stewart was finely fielded by Conway. Conway has taken Costick's place at the bowling, and Makinson has relieved Stewart. Score up to the present time 105.

2·30 p.m.

A tie was effected at two o'clock. Bryant relieved Makinson as bowler, and took Gilbert's wicket for 26. Curtis succeeded. Ward was bowled by Conway for 7. Eight wickets for 107. Sadler followed Ward, and hit his own wicket, the ball coming from Bryant, adding 1 to the score. Nine wickets for 109.

[Owing to some interruption in the wire, the final result of the match did not reach us last night.]

PARLIAMENTARY PAPER.

REPORT ON PRESBYTERIAN CHURCH TEMPORALITIES ACT OF 1837.

The Select Committee of the Legislative Assembly, appointed on the 1st November last, "to consider and report upon the expediency of amending or repealing the Act 8 William IV., No. 7," and instructed on the 19th of same month "also to consider and report upon the expediency of amending or repealing the Act 4 Vict., No. 18," and to whom was referred "the report of the select committee on the latter Act,"—"with power to send for persons and papers,"—have agreed to the following report:—

Your committee have examined, first the Rev. Dr. Lang, a member of this committee, to ascertain the circumstances in which the Presbyterian Church Temporalities Act of 1837—of which the Act of 1840 was merely an amendment—was originally passed by the Legislative Council of the period; and they have also examined, on behalf of the unendowed portions of the Presbyterian communion of this colony, the following witnesses, viz.:—The Rev. A. M'Ewen Sherriff, the Rev. Adam Thomson, and the Rev. T. A. Gordon, as also the Hon. S. D. Gordon, John Richardson, Esq., Rowan Ronald, Esq., and Mr. G. Brown; and on behalf of the Synod of Australia (the endowed portion of the Presbyterian communion), they have examined the Rev. John Dougall, the Rev. William Purves, and the Rev. Dr. Fullerton, and John Alexander, Esq.

Your committee would direct attention, in the outset, to the circumstances in which the Presbyterian Church Temporalities Act was originally passed, as disclosed in the evidence of the first of these witnesses. In the early part of the year 1836 there were only five Presbyterian ministers in the colony receiving support from the State—two of these ministers were under charges of moral delinquency; and as the Presbyterian Church was, in these circumstances, incapable of efficient action, the senior minister asked and obtained leave of absence to proceed to England, to procure additional ministers, to place the Church in future on a proper basis. The Secretary of State for the Colonies, and the Ecclesiastical authorities of the mother country, approved of the course which the senior minister had thus taken, and not fewer than sixteen additional ministers were sent out at his instance. During the absence, however, of the senior minister, one of the other ministers, along with the two under charge of moral delinquency, applied to the Government of the day for an Act of the Legislative Council, professing to regulate the appointment of trustees to Presbyterian churches receiving support from the State, and binding the whole body hand and foot under a Parliamentary constitution. This measure was urged through the Legislature of the period with such haste, that although it was only introduced into the Council on the 30th of August, it was finally passed on the 9th of September, 1837; four of the additional ministers who had been sent out from home having actually reached the colony before the passing of the Act that was to bind their whole body for all future time; and the other twelve, not one of whom was permitted to have a voice in the matter, being close at hand.

The effect of this Act was to transform the Presbyterian Church into a totally different body from what it was before, to deprive it of its freedom of action, and to originate and perpetuate divisions which might otherwise have either never existed, or would have been easily and speedily healed. Three disruptions in this colony, and three in Victoria, which, at the passing of the Act of 1837, was part and parcel of New South Wales, have been the result of the passing of this Act.

The Free Church of Scotland, which has upwards of 700 ministers and a vast amount of property, has no such Act of Parliament as the Presbyterian Church Temporalities Act of this colony; neither has the United Presbyterian Church—a body of upwards of 500 ministers; and the General Assembly of the Irish Presbyterian Church, although enjoying a *Regium Donum*, or *quasi* establishment from the State, exactly similar to that of the Synod of Australia, has no such enactment.

The whole of the witnesses on behalf of the unendowed portions of the Presbyterian communion give it as their decided opinion, that no general union of the Presbyterians of this colony can ever be effected, till the Presbyterian Church Temporalities Acts of 1837 and 1840 are repealed, as any amendment of these Acts would be unsatisfactory; and the whole of the witnesses on behalf of the Synod of Australia are equally decided in expressing their opinion, that no such repeal as is thus deemed indispensable can on their part be permitted.

Your committee are therefore of opinion, that no general union of the Presbyterians of the colony, so as to incorporate the Synod of Australia with the unendowed portion of the body, is at present practicable; but they have failed to discover any valid reason why the unendowed portions of the Presbyterian communion should not unite forthwith and form one body.

J. Bowie Wilson, Chairman.

Legislative Assembly Chamber, Sydney, 8th January, 1862.

Destructive Storms.—There was a hailstorm on Thursday, at Dalrymple Creek, which did considerable damage. A horse was struck dead by the lightning, and trees were smashed and uprooted in all directions. The storms we had here do not appear to have been experienced at Dalrymple Creek. A horse belonging to a Toowoomba carrier, dropped dead at Ipswich during one of the storms referred to, and is supposed to have been struck by lightning.—*Darling Downs Gazette*, December 26.

Alleged Discovery of Gold near Brisbane.—Several pieces of quartz, all more or less impregnated with gold, were yesterday left at our office, by Patrick Whelan, who avers that he found the specimens in the immediate vicinity of the city. Like all finders of such specimens, Mr. Whelan seems to be impressed with the idea that he has discovered a rich auriferous deposit, and he offers to reveal the locality if adequately remunerated.—*Courier*, January 1.

A Wild Bullock.—Early on Friday morning some danger was incurred by persons passing down High-street, for a wild bullock was wandering about in the vicinity of Free Church-street, and charging at almost every one who came near. One person had a rather narrow escape. Mr. J. A. Shepherd, being requested to kill it, had an opportunity for testing the efficiency of one of Calisher and Terry's breech-loading rifles; and a well planted ball from that formidable weapon soon brought the danger to an end.—*Maitland Mercury.*

WINDSOR.

[FROM OUR CORRESPONDENT.]

Inquest.—An inquest was held on Thursday last at Clifton, before Mr. Laban White, coroner, and a jury, after a view of the body of Margaret Fitzpatrick, wife of Mr. Michael Fitzpatrick, Clifton, there lying dead.

Patrick Fitzpatrick being sworn stated: I am the son of Michael Fitzpatrick, my age is fifteen years, and I am living with my father assisting him to work his farm; the deceased is my mother; I last saw her alive on Wednesday, the day of her death, at dinner; after having partaken of her dinner she left the room; she was perfectly sober; there were no spirits in the house; about an hour after dinner I went into the yard, and on passing the shed I saw my mother suspended from a beam in the stable by a pocket-handkerchief; she was hanging clear of the ground; I instantly ran and told Patrick Toban of the circumstance; my father was in bed asleep; he was not ill, and perfectly sober; my father waking up, he and Toban went to the spot, untied the handkerchief, and let her down; there was no appearance of life that I could observe; the body was brought into the house; there had not been any quarrel between my father and mother; there had not been any drinking in the house since the Christmas holidays.

By the foreman: My father had been to Cattai Creek that morning and was fatigued.

Michael Fitzpatrick deposed: I am a landholder; the deceased is my wife; I was from home yesterday morning, but returned home between eleven and twelve o'clock; I dined along with my wife and son; after dinner I lay down on my bed, leaving my wife in the eating room; I went to sleep, and was awakened by hearing my son calling to Toban that his mother was dead; I got up immediately and went to the shed, and found her hanging suspended by a pocket-handkerchief from a beam (the handkerchief was then produced); I did not observe how the handkerchief was tied; I took her down and carried her into the house; she body was warm, and I did not think life was extinct; I placed her in a chair in a sitting posture, and told Toban to hold her head up; I afterwards removed her to her bed, and went for a neighbour, Mrs. Bailey; I have no idea how long she was hanging before it was discovered; in my confusion I did not think of sending for a doctor, nor do I think it would have been of any service; the distance to Windsor is about three miles; we were married about twenty years; she was very temporate, but lately has shown great passion, at times becoming very excited; about five years ago a circumstance occurred, and she entertained notions since which I do not think she ought to have; at times since then I have thought she suffered from want of memory, and did not appear to know what she was doing; she has of late complained of not being in good health, having pains in the stomach, back, and head; she has been attended by Dr. Day and others; her age is about fifty-five.

By a juryman: She has lately suffered from paralysis in the hands.

Dr. Day then handed in the following certificate:—"This is to certify that I have examined the body of the late Margaret Fitzpatrick, and find all the symptoms and appearances of suffocation from strangulation. The swollen state of the face and head from interrupted circulation is very apparent. The deceased has consulted me professionally several times, and the desponding state in which she was, arising from bodily suffering, induced temporary insanity during which time she committed the act, which resulted in death."

The coroner then summed up the evidence, and explained to the jury the nature of their duties. After deliberation, the jury returned the following verdict, "That the deceased, Margaret Fitzpatrick, came to her death by hanging whilst labouring under a fit of temporary insanity."

As this may possibly be the last case over which Mr. White will preside as coroner in consequence of the late vote of the Assembly abolishing the office of coroner, I cannot allow this opportunity to pass without expressing my thanks to that gentleman for his uniform kindness in affording me every information relating to inquests conducted by him during the period he held the office.

January 9.

WINDEYER.

[FROM OUR CORRESPONDENT.]

January 6.—Christmas is over, and if we may judge by the many smiling faces that were seen, I may say a merry one too. Boxing Day was observed as a general holiday; and, about noon, pedestrians, vehicles, and horsemen, began to make their appearance in the town,—to share in the sports that took place. Music and dancing was kept up all night, both on Boxing night and New Year's Eve. There were no disturbances, everything passing off well.

A rush has taken place in the town, close to Mr. Richardson's residence. It was caused by a party of Chinamen,—new arrivals, who, having found their prospects good, obtained extended claims from the Commissioner. Some Englishmen got clue to the news, and a party of ten arrived this morning from the Upper Meroo, and will set to work to-morrow; others are reported as on the road, and as the lead has never been struck on this ground, it is to be hoped that the men will be successful.

The question where is our Commissioner? is often asked, and many are the complaints made by the diggers who have to travel to the Louisa,—and even then may be unsuccessful; and, considering the hot weather we have had to encounter lately, fourteen miles is no joke for a poor man to travel. Mr. Scott has to travel occasionally to Stoney Creek and other places; and, if what we hear is true, he has indeed got his hands full;—a commissioner ought certainly to be appointed at Stoney Creek; the sooner this matter is looked into the better, as complaints are now of daily occurrence. Men from different quarters may be seen waiting at the Court, Windeyer, from morning until night, anxiously awaiting the arrival of Mr. Scott, who, perhaps, may be doomed to disappointment and expense—for two or three days; many I have known have come a distance of seven or eight miles. The business transacted at the Court-house is now beginning to get pretty extensive.

Yesterday was one of the hottest days we have felt for the last twelve months; in fact, work for the best part of the day was suspended. The water in the shadiest place was lukewarm. Towards evening the heavens were overcast with clouds, and lightning was vivid in several quarters, and it is to be hoped we shall soon have rain.

VICTORIA.

By the Rangatira, we have papers from Melbourne to the 4th instant.

The *Argus* of that date says:—Probably the late Victorian Exploring party contained among its members when it left Melbourne, no member more enthusiastic in the mission, and more resolute to "do or die," than Ludwig Becker, the artist. He gave himself up entirely to the labour of the enterprise, and the few sketches which we have lived to make showed at once the enthusiasm of the man and the skill of the artist. Unfortunately, his health early gave way, and his remains lie in one of the graves made in the camp on Bulla.

It was (says the same paper,) reported on Saturday in Talbot that a nugget, of the value of £1700 had been found in St Cullum's Creek.

The *Geelong Advertiser* of the 8th reports that in a day or two the steam dredging-machines will have finished the cutting through Geelong bar, on which they have been so long engaged. The new channel is two chains wide at the bottom, and eighteen feet deep at low water.

The *Argus* says, Wednesday was another oppressively warm day in Melbourne. The wind was light, from the south-west, and died away altogether before sunset. Had it been from the north, the thermometer would probably have shown a figure not short of that recorded by the instrument at Adelaide, where—as the telegraph informs us—the thermometer marked 111 degrees of heat. In Collins-street, in the shade, the highest marked was 93 degrees. All round Melbourne, but at a considerable distance, the bush seemed to be on fire. Towards Dandenong, the smoke indicated a fire of considerable extent.

A few nights ago, Thomas Firbank, a digger, who had just arrived in Melbourne from New Zealand, was robbed of 32 lbs. weight of gold. A ticket-of-leave holder named Jones is in custody on suspicion.

The Geelong correspondent of the *Argus* says, writing to that journal on the 7th instant:—A shocking case of suicide occurred in Kildare on Saturday morning. A very old man, eighty-nine years of age, named Thomas Spiers, got hold of a razor, and after cutting his belly across, so as to allow his bowels to protrude, and otherwise maiming himself in a terrible way, he was removed to the hospital, but only lingered for a short time.

The *Ballaarat Star* states that the gold raised by the Great Extended Company, consisting of eighty men, amounted to 12,655 ozs. during the past year; that raised by the Cosmopolitan Company, numbering forty men, to 12,454 ozs.

The telegraph-master at Guichen Bay reports that on Saturday night, at five minutes past eleven o'clock, the shock of an earthquake was felt at that station, and at Mount Gambier. The shock seemed to pass from east to west, with a rumbling noise.

A number of the officers and seamen of the Russian frigate Swetlana, which arrived in the bay on the 6th, perambulated the streets of Melbourne next day, and attracted considerable attention. The tars exhibited all a seaman's relish for "grog," and by the afternoon some of them had become rather "top-heavy." They were dressed in white, with broad light blue collars, after the manner of the British man-of-war's man, but the "bulle" of the dress generally, and the thin white caps worn by all, sufficiently proved that the wearers were seamen of another nation than old England. The officers wore a dark green uniform.

The *Age* states that a curious experiment in horticulture has recently been perfected by Mr. Baram, of Sandy Creek—viz., a cross between the common pea and the broad bean. The pod is exactly the same as that of a pea; the vegetable is round, but has the black spot of a bean, and in taste is almost the same, but somewhat sweeter.

The following, from the *Ballaarat Star*, would appear to be an illustration of the old proverb, "More money than wit:"—A singular case of carelessness in the custody of money came to light on Monday, when information was given to the detective police that a miner in a state of drunkenness had lost two £20-notes and a deposit receipt for £1600 while strolling about the main road."

Pleuro-pneumonia (says the *Age*) is reported to be spreading amongst the cattle depastured on the Windermere and Burrumbeet farmers' commons, and some have already died of the disease. It is said that the disease was introduced into the district by some bullocks from Melbourne, which were turned out to graze on the common. A communication has been forwarded to the Government, informing it that pleuro-pneumonia has broken out in the district, but no reply has been received thereto. It has been suggested that remedial measures should be at once taken by the farmers themselves, by removing the healthy cattle from all infected or suspected ones, and sending them to graze in some other locality.

Need for Rain.—The *Newcastle Chronicle* of Saturday says:—The want of rain is beginning to be felt very much in the town, as well as in the district, the supply in a large number of the tanks being completely exhausted, and water having to be purchased at a high price.

The Bigga Shooting Case.—William Bonyon, who was shot the other day by Feisly the bushranger, is since dead.—*Goulburn Herald.*

NEW ZEALAND.

By the barque Kate, Captain Jones, we have twelve days' later from Auckland, her dates being to the 1st instant.

The *New Zealander*, of 21st ultimo, gives the following brief sketch of Sir George Grey's meeting with the Waikatoe on the 12th:—The Governor and his party having reached Kohanga, his reception by the natives was of the most gratifying description—the usual war dance and shouts of welcome greeting him at the landing place. As he approached the settlement, the way was lined by natives—the men on one side, the women and children on the other. While passing through the lines, the school children sang "God save the Queen" with great energy and effect. In the evening of the same day an interview with the Governor was sought by a number of the chiefs. On the 13th and 14th the weather was wet and stormy, but on the 16th the great meeting was held in the open air, at Waata Kukutai's place, Taupari. From seven to eight hundred natives were present, about two hundred and fifty of whom (it is said) represented the King party and the Upper Waikato. Takerei was there, and Tipene, a redoubtable Kingite. The Governor explained to the meeting assembled the line of policy which it was proposed to pursue towards the natives. The exposition was listened to with grave and silent attention. At two o'clock the assembly broke up. A request was made by the natives, and accorded by the Governor, that there should be a second meeting at three o'clock. An eye-witness has described to us that a singular change appeared to have come over the spirit of the men in the interval, and which made itself evident in the expression of their countenances. They spoke freely and with apparent frankness to Sir George Grey; declared that they approved of his policy; that they recognised him as their friend—as the skilful doctor by whom the evil which afflicted the land might be healed. The Waikatos could not, they said, make any promises for their own people, but they would return and report all that they had then heard and learnt. Then, a conversation took place between Sir George Grey and Tipene, of which this is, as we are informed, the substance:—Tipene asked "about Taranaki, what was to be done?" The Governor replied, "that the plunder taken from the settlers at Taranaki must be restored, and that if a large tract of land were given in payment by the Natives for the wrong committed by them there, then they might come to ask grace at his (the Governor's hands. The Governor would not, he said, allow these natives to close up the old highways, or to interrupt the course of communication from Taranaki southwards. If that were again attempted, he (the Governor) would establish military posts along that line, and it would be for him to say who should be allowed to come or go." The Governor had also heard, he said, that a *runanga* of Waikato had come to a determination to prevent persons travelling in that district. Any arrest or interference with European travelling would be an offence punishable by law, and the offender, if caught, could be prosecuted in the Courts of the colony, whatever might be his position, even if he proved to be the person himself whom they called a king. At this meeting the Kingites sat immediately round Sir George Grey, they having in the morning located themselves on his left hand and apart. At the conclusion of the conversation Tipene, we are told, expressed his contentment; and said that "day was beginning to dawn." When the Governor left he was loudly and heartly cheered, in British fashion, by the assembled natives. On the 17th there was another meeting; those assembled were representatives of five tribes; Ngattipa, Ngatiteata, Ngatitahinga, Ngatimahanga, and Ngatipou. The place was a large native building, erected, we believe, for the purpose, and gaily decorated. At one end there was a door by which the Governor entered; at the other end was the entrance for the people. Above his Excellency's seat was fixed an image of full length carved in wood, the taboolongexquisitely performed; feathers of the pigeon ingeniously put together represented the hair; the feathers of the Huia, so highly prized by the Maori, were used as ornaments; the body of the figure was covered with a native mat of the finest texture, and a stone axe of great antiquity hung by its hand. Again, Sir George Grey stated to the meeting the things that he proposed to do. He was answered by the natives, one by one, each individual expressing, in language more or less figurative, his loyalty to the Queen, and his attachment to her representative, the Governor. When all had thus spoken, one Chief, the principal, stood up and, pointing to the figure which we have above described, said, "Governor Grey, that is our ancestor. We all, these five tribes, take our origin from him; he is our *mana*; he is our ancestor; we give him to you; we give you also his mat and his battle axe; we cannot give you more." The Governor said, "I accept him, and I will keep your ancestor with me." The *periti* say that there is no form in which fealty can be more solemnly offered by the Maori than this one, and that the ceremony has a deep and real significance. On the evening of the 17th forty young men were selected to take the Governor up to Maungatwhiri, and in the early morning the party started in two large canoes, that one in which his Excellency sat being distinished by carrying the flag of Tipu, the "ancestor" of the tribes, whose image figured in the ceremony of the previous day. From Maungatawhiri the Governor came into town by the Great South Road. The new institutions of civil Government have been accepted by the people of Lower Waikato.

Subsequently another meeting had been held with the natives at Waiuku, at which, after having been abundantly feasted, the people assembled in public meeting, in the open air, and Sir George Grey expounded his native policy. The result of the meeting is said to have been perfectly satisfactory to the Governor, and it is believed that the most complete reliance may be placed on the determination of Ngattiera to carry into entire and immediate effect Sir George Grey's plans for the civil government of their district. With Ngatitipa on the one side of the river, and the Waiuku people on the other, it may be said that the lower Waikatos have now embraced the new institutions. This is a step in the march of pacification and progress of which the importance is great, and, considering the connections of the Ngatiteata, and the importance of the territorial position occupied by them at Waiuku—their co-operation in the work of improvement will be found to be, we think, of the greatest value. At this meeting, also, we understand the question of road-making was considered, and there was general agreement as to the necessity of making roads; some uneasiness caused by the movement of the troops subsided, when the object of that movement came to be fully understood.

Two thousand soldiers are now employed in completing the road to the Waikato River, at Maungatawhiri.

The following notification, in English and Maori, has been published in the *General Government Gazette*:—"His Excellency the Governor directs it to be notified that on his recent visit to the Waikato, he had the pleasure of ascertaining that the sentiments of the Lower Waikato Natives are of a very friendly character; and that he has good reason to hope that those of the Upper Waikato will before long be known to be of the same character. In order that no misapprehension should exist regarding the movements of troops about to take place, his Excellency further directs it to be notified that these are only made with a view of placing in security for the future Her Majesty's subjects, native and European, inhabiting the country lying between Auckland and the Waikato River, and of completing the roads which are now in process of construction through land belonging to the Government, and which will prove of great advantage to all the inhabitants of the Waikato; and that no intention exists of interfering with the native inhabitants of that river.—By his Excellency's command, T. Spencer."

Adverting to the present crisis in the affairs of New Zealand, the *Southern Cross* of 31st ultimo remarks:—Much has been written, and much said here, as to the probable effects of Sir George Grey's policy on the province of Auckland; but we are afraid that little has been thought about the interests of other provinces. Nor has there at any other time. There was much of the same sort of one-sidedness during the heat of the late Taranaki war. "How will it affect us?" appeared to be the general question in Auckland when news of success or check arrived by the steamer from New Plymouth; and few in Auckland were in a state of great anxiety as to what might be the fate of Wanganui, at a time when the very existence of that settlement depended on the forbearance of the natives. As for Wellington and Aburiri they were to us then as distant countries, compared with Drury and Waiuku. Even now, the province of Auckland appears to be the all in all to many. One would think, to hear and read what is said and written, that his Excellency had arrived here as protector of this province, not as Governor of New Zealand. Taranaki is ignored, and Kapunga regarded as the spot where the evil is to be met. Some hundred and fifty miles off, a province lies waste, and the authority of the Crown is boldly defied, and defied with impunity; and here in Auckland omens of peace are drawn from the native consumption of roast beef and plum pudding. Races are to be held on Mr. Greenwood's farm, at Tatara, where it pleases the natives to lay out their race-course, on what they choose to regard as conquered land; and all that can be done is to request that British subjects will not complicate the question by taking any part in these sports. The land occupied and laid waste by the Ngatitunuia is to be left to them, and they may there run their stolen horses for king's plates—for the fun of the thing; but all that can be done at present is to request gentlemen not to make any entries, or countenance any such proceedings by their presence. Now, we believe that this order of the day to which we are alluding is a wise one under the circumstances. All that we have to do with, are the circumstances which necessitate the issuing of such an order, and we only advert to it here for the purpose of illustrating the truth of the point from which we started, namely, that the present state of New Zealand is really ignored in many quarters, that our local writers write merely for local purposes, and that they in consequence take simply provincial views of every question connected with the natives. Because men in Auckland can plant and sow, and hope to reap, therefore, men are to plant and sow at Taranaki, where they can have but little hope of ever reaping. Because we run up buildings in Auckland, and sell corner allotments at a profit, and men make themselves generally comfortable, therefore men are to do the same at Taranaki; are to interest themselves in wheat and potatoes and other crops, clear away the charred remains of their old homesteads, and erect more commodious buildings on the old sites, and in order to fill them—with what? Why, plunder for the Southern caterans. Because the militia service is disagreeable to men here, who can earn at their own business high wages, therefore men at Taranaki ought to hail with pleasure the disbandment of a force raised in a province where few if any now can return to their old avocations, and where the loss of their daily regulation pay is to many a loss of their daily bread. Because men who, for eighteen months, have done service night and day, and have fought a good fight—not for themselves only, but for the rest of New Zealand likewise—cannot immediately return to their old state, therefore they are to be looked upon as were the disbanded soldiery of the thirty years war—as men demoralised and unfit for peaceful avocations. Peace, peace, is the word in Auckland, with a large army at our front, and ourselves strong in numbers; and because Sir George Grey and suite had no greater danger to encounter in his visit to Archdeacon Maunsell than a rotten canoe—which, fortunately, declared itself, like the native difficulty, just at the most convenient moment—therefore Taranaki settlers should be willing to entrust themselves, goods and chattels, to the tender mercies of the natives. The truth is that many in Auckland have been reckoning without any certain or not sufficient data. Whilst our peaceful road-makers march—armed to the teeth—towards the country of the king, and the word "war" sounds disagreeably to ears polite, men who know the natives to the south regard the present cessation of hostilities as merely temporary. The races at Tatara are looked upon at Taranaki as a trap; a native is willing to take payment for cutting grass seed, knowing full well that his brother-natives will never allow it to be carried away from the European owner's property, which they maintain is theirs by conquest; the Bell Block may be planted without any fear of molestation for the present; this is the present condition of Taranaki. And this we must ever bear in mind, even while recognising the expediency of the steps which Sir George Grey is taking. We long ago pointed out the advisability of striking at the centre of the evil, and it appears that there is every chance now of this being done, but we did so amongst other reasons, because we thought that Waikato was morally and, as subsequent events proved, physically the mainstay of the Taranaki rebels. We believe still that it is, and that the raising of the state of siege, in which at present Taranaki is, will be the first indication of a successful issue to operations in this province. The Waikatos may promise much, however, and possibly will, but what security exists that the first shot fired at Tataraimaka even after much fraternisation at Ngaruawahi—amongst the cattle depastured on the Windermere and Burrumbeet farmers' commons, and some have already died of the disease. It is said that the disease was introduced into the district by some bullocks from Melbourne, which were turned out to graze on the common. A communication has been forwarded to the Government, informing it that pleuro-pneumonia has broken out in the district, but no reply has been received thereto. It has been suggested that remedial measures should be at once taken by the farmers themselves, by removing the healthy cattle from all infected or suspected ones, and sending them to graze in some other locality.

but also the duties incumbent upon him in consequence. An accidental collision may take place at any moment, and most disastrous results may ensue, but such collision, if it should occur, could only be regarded as the occasion, not as the cause, of what might subsequently follow. If the mine is already laid, and the miners are only watching their opportunity to spring it, we are in a perilous position, and nothing but countermining and anticipating can save us. If, on the other hand, the natives mean well, and speak honestly, what Sir George Grey is at present doing will only bring the real truth to light, and prove them to be what many—we fear too sanguinely—believe them to be; men willing to live peacefully if only treated with justice. A few weeks will throw a great light upon this question, and the world will have an opportunity of judging whether we unnecessarily forced on a war last year, or whether we did not rather by timely recourse to arms, anticipate a blow which might otherwise have fallen upon us in an unprepared state. The true meaning of the King movement will soon prove itself, and we shall be in a better position that at present to decide whether it arose from a love of law and order—as some fondly imagine that it did—or from a fixed determination in the native mind to keep New Zealand for New Zealanders, and to preserve their old savage customs and laws: whether the flag was hoisted in the Waikato as a rallying point for those who meant well by their countrymen, or as an intimation to the British Government that "so far it should go and no further."

EUROPEAN NEWS.

(From the Argus, January 7.)

By the ship Norfolk, Captain Atwood, which arrived yesterday, in sixty-eight days from Plymouth, we have London journals of the 28th of October, or two days later than those previously to hand, from which we take the following items of later news:—

The Italian Loan and the French Money Market.—The advices, both from Paris and Turin, refer to the late fall in the Italian loan, and to the causes which have produced the change. The French crisis is known to be the one cause in the one place, and in the other the postponement of the adjustment of the Italian question is described as the reason of the general reaction. Politics may have something to do with the affair, but it is also certain that the monetary embarrassment of the French Government is at the bottom of the business, and that the quotations will not rally until the Paris money market is in a better condition.

Prussia.—The King and Queen of Prussia, with the Prince and

Department of Public Works
Sydney, 10th January, 1862.

TENDERS for PUBLIC WORKS and SUPPLIES.—TENDERS are invited for the following Public Works and Supplies. For full particulars see GOVERNMENT GAZETTE, a file of which is kept at every police office in the colony.

No tender will be taken into consideration unless the name of the work for which it is intended be written on the cover.

Nature of Works and Supplies.	Date to which Tenders can be received at this Office.
Erection of Court House and alterations for Watch House, Murrurundi.	12 o'clock noon, on Tuesday, 14th January.
Erection of additions to Gaol at Eden Erection of a Court House and Gaol at Cooma Erection of a Lockup at Major's Creek Erection of additions to Watch House at Tamworth	12 o'clock noon. on Tuesday, 28th January.

W. M. ARNOLD.

Office of the Engineer-in-Chief for Harbours and Rivers.
Sydney, 8th January, 1862.

NO ELIGIBLE TENDER having been received for the landing and spreading of the SILT from the punts of the dredge Hercules, fresh TENDERS are hereby invited for this service until WEDNESDAY, the 22nd instant. Tenders must state the price per ton for the landing and spreading of the SILT, when and where it may be required.

Further particulars may be learned on application to E. O. MORIARTY, 33, Hunter-street.

Surveyor-General's Office,
Sydney, 28th December, 1861.

A LITHOGRAPH of the County of Wellesley having been published by the Government, the public are informed that copies may be procured at the Surveyor-General's Office, and at the local land offices at Bombala and Cooma, at 5s. per copy.

(Signed) A. G. M'LEAN.

AUSTRALIAN MUTUAL PROVIDENT SOCIETY.
ANNUITY BRANCH.
(Extracts from Tables.)

TABLE C.—Annual Premiums, payable up to the ages of 50, 55, 60, 65, or 70 years respectively, to secure Annuities of £10 per annum, commencing at such ages, and payable during the rest of life thereafter.

PREMIUMS FOR ANNUITY TO COMMENCE AT AGE.

AGE AT ENTRANCE.	50.	55.	60.	65.	70.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
20	2 8 8	1 11 4	0 19 6	0 11 8	0 6 4
30	4 14 5	2 18 5	1 15 3	1 0 10	0 11 4
40	12 4 3	6 6 8	3 10 6	2 0 1	1 1 7
50	...	...	9 2 1	4 10 0	2 5 8

N.B.—The premiums paid are refunded in the event of the previous death of the member.

Examples of Bonus Additions to Annuities:
Age at entrance, 32 years; annuity, £20; duration of policy, 10 years.
Annuity commencing at age 50, additional annuity, £9 1 10
" " 60, " 5 2 10
" " 70, " 5 17 2
Age at entrance, 43 years; annuity, £104 (commencing at age 60) duration of policy, 6 years, additional annuity, £40 15s. 6d.

N.B.—This is the only office in Australia whose Annuity Policies participate in profits.

Annual premiums may be paid by half-yearly or quarterly instalments.

☞ Annuity policies for £104 per annum, or any less sum; and the bonuses accruing thereto, are protected in favour of the member by Act of the Legislature of New South Wales, after an endurance of six years.

Prospectuses, forms of proposal, and every information, may be obtained from any of the agents in New South Wales, and in the other Colonies, or at the principal Office.

ROBERT THOMSON, Actuary and Secretary.
Hunter-street, Sydney, May 31, 1861.

THE COLONIAL INSURANCE COMPANY OF VICTORIA.
Head Offices—No. 4, Collins-street West, Melbourne.
FOR FIRE INSURANCE, LIFE ASSURANCE, AND FIDELITY GUARANTEE.
Capital ..... £200,000.
Liability Unlimited.

This Company insures against losses by fire at the lowest current rates of premium, and on conditions framed with the greatest liberality.

LIFE ASSURANCES are effected at English rates; and lives slightly diseased accepted on equitable terms.

FIDELITY in situations of trust guaranteed at moderate premiums, from 20s. per cent. per annum upwards.

By the combination of Life Assurance with Fidelity Guarantee, a very material reduction may be effected.

Full particulars and forms of proposals of COOK and CO., Wynyard-square, agents for Sydney.

THE LIVERPOOL AND LONDON FIRE AND LIFE INSURANCE COMPANY.
Empowered by Acts of Parliament.
Established in 1836.
Having a Colonial Propriety, and the following Board of Directors in Sydney.

J. S. Willis, Esq., Chairman.	
Hon. G. K. Holden, Esq., M.L.C	Hon. J. B. Watt, Esq., M.L.C.
Edward Knox, Esq.	
Hon. E. D. Thomson, Esq., C.B.	B. Buchanan, Esq.

Medical Referees:
Hon. John Macfarlane, Esq., M.D.,
Joseph Burgon, Esq., M.R.C.S.
Surveyor, F. H. Grundy, Esq., C.E.

Capital subscribed exceeding £1,380,000
Accumulated Funds and Capital paid up, exceeding £1,213,600
Of which £200,000 are invested in the colonies in Government and other securities.
Reserve Surplus Fund, £250,000—with unlimited liability of the shareholders.

The Directors continue to grant Policies of Insurance in Town or country in both departments of the Company's business, upon terms which will be found as liberal as those of any other office.

Tables of Rates for Fire and Life Insurance, in all its branches, and every information can be obtained from A. STANGER LEATHES, Resident Secretary, at the Offices, Wynyard-square, Sydney.

ORANGE and LACHLAN DIGGINGS.—Messrs. HANRAHAN and WRIGHT will start their Express line of Coaches in connection with the Great Western Royal mail coaches, on MONDAY, the 2nd December, leaving Orange Mondays, Wednesdays, and Fridays; and leave the Diggings on the same days. By this route passengers will have the advantage of travelling through from Orange to the Diggings in one day, and no night travelling.

Fares From Orange to the Lachlan Diggings, £2.
Booking Office, Sydney: Mr. J. O'BRIEN, Tattersall's.
" " Bathurst: Mr. GAYNOR.

Messrs. Hanrahan and Wright's horses are well known to be first class.

COHEN'S FAMILY HOTEL, Wynyard-square.—A. COHEN (late of the Freemasons' Hotel), begs to inform his numerous patrons and friends, that he has succeeded in obtaining a lease of those extensive premises in Wynyard-square and Margaret-street, formerly known as the German Club, which he intends opening on the 20th instant as a Family Hotel, and in soliciting a renewal of the patronage extended to him in his former establishment, pledges himself that the same attention will be paid to the comfort of his patrons as formerly. Extensive additions are being made which will render this establishment replete in every particular. Sydney, January 3, 1862.

THE PORT PHILLIP CLUB HOTEL.—The extensive additions and alterations to the above establishment being now completed, WILLIAM H. EVANS begs respectfully to intimate that he has RE-OPENED this magnificent Hotel, and is in a position to accommodate those ladies and gentlemen who may favour him with their custom in a manner far superior in every way to that which under the former arrangements it was possible to do. There are baths, hot and cold, ready without any notice, and so contrived that there is no necessity for any personal attendance, as well as every other necessary appliance. The culinary arrangements are complete, and none but respectable and good servants will be kept. There is a splendid billiard-room, and good stabling attached to the premises.

WILLIAM H. EVANS will only add that he was for a [illegible] time connected with this establishment, and that no exertion on his part shall be wanting to secure the patronage of the public.

Flinders-street, Melbourne, December 4th, 1861.

HE[illegible] HAYES, 18 years sole proprietor of the establishment carried on in his name, near the Royal Hotel, George-street, begs to inform his old patrons and friends, and the New South Wales public in general, that he has resumed business at 22, Wynyard-square, near the large store of L. [illegible], Spyer, pending the obtaining suitable premises in a more business locality.

H. H. begs to assure his patrons and friends that the same excellence of fit, style, quality, and workmanship—the same attention to business and moderate charges that secured to him the largest business in the entire colonies, will characterise his new efforts; and he feels certain will be crowned with the same like signal success.

22, Wynyard-square.

N.B.—[illegible] Angola Suits, to order, £4 10s., worth six guineas.

PORT DENISON.—JAMES and WILLIAM BYRNES beg to inform their squatting and other friends that they are about to establish a branch of their business at Port Denison, in Queensland, and that with that intent a gentleman of undoubted integrity and position will leave on Saturday next by the schooner "Policeman," taking with him the leading necessaries for supplying the wants of the stations in the Kennedy District.

Commodious wool sheds and stores will be at once erected, and every description of stock and station agency conducted there on Sydney terms; where, also, every description of station necessaries will be sold at such an advance on Sydney prices as will cover cost of freight and insurance.

Victoria Chambers, Sydney, 6th January.

IN THE INSOLVENT ESTATE of JAMES HARRISON, GEELONG.—The Official Assignee will receive tenders for the following valuable properties belonging to this estate:—

1. The Patent right for the manufacture of ice by Harrison's process
in the colony of Victoria,
except the Bendigo district, the limits of which are defined in a map deposited in the Supreme Court Registry.
Subject to the following incumbrances:—
a. Assignment of the whole patent to Alfred Douglass and Co., to secure £454, and interest.
b. License to use machine in Geelong given (with mortgage of the Geelong Ice Works) to Dalgety, Hebdeson, and Co., as security for about £500.
c. Assignment of right to use patent in Melbourne, and a circuit of miles (with mortgage of Melbourne Ice Works) to J. H. Brooks to secure £3580 or thereabouts.

2. The Patent right for the manufacture of ice by Harrison's process
in the colony of New South Wales,
except in the city of Sydney, and within a circuit of twenty-five miles.
Subject to the following incumbrances:
a. Mortgage to P. N. Russell and Co., for about £450, and interest.

Together with the right to receive one-half share of the net profits of the Sydney Patent Ice Company, as per agreement.

3. The Patent right for the manufacture of ice by Harrison's process
in the colony of South Australia.
except in the city of Adelaide and a circuit of fifty miles

Together with the Royalty or Rent, consisting of one-sixth of the profits, payable by Mr. Sinnett, the alienee of the patent right for the city of Adelaide and a circuit of fifty miles.

4. The Patent right for the manufacture of ice by Harrison's process in the United Kingdom of Great Britain and Ireland,
except in the town of Liverpool and a circuit of twelve miles,
Subject to:
a. A mortgage to Mr. S. J. Cooke for about £200.
b. License to Reid and Co., brewers, London, to use in their brewery.

5. The Patent right for the manufacture of ice by Harrison's process
in her Majesty's Indian possessions,
Except:
a. The license to use one machine in the city of Calcutta.
b. The license to use one machine in the town of Singapore.

6. The Patent right for the manufacture of ice by Harrison's process in the Empire of
France and its Dependencies,
except in the Town of Algiers,
together with the right to any rent or royalties for the use of the patent in the said town of Algiers.

7. The Patent right for the manufacture of ice by Harrison's process
in the Kingdom of Belgium.

8. The Patent right for the manufacture of ice by Harrison's process,
in the Empire of Austria.
This patent is held in the name of J. C. Endris, as attorney for James Harrison, in accordance with the Austrian law.

As an illustration of the great value of these patent rights, it may be stated that Messrs. Glasgow and Thunder, brewers, of Bendigo, paid £500 for the right to use the patent within their own walls, and in the process of brewing only, and that their experiment has proved eminently successful.

Tenders will be received for the above patent rights as a whole, or for each lot singly, but preference will be given to tenderers for the whole of the patent rights.

The highest or any tender not necessarily accepted.

Tenders to be sent in directed to the Official Assignee, Geelong, up to the third day of February, 1862, at twelve o'clock noon.

The Official Assignee will also, in connection with the above, receive tenders for his interest in
The Geelong Ice Works,
and in
The Melbourne Ice Works.

Full particulars may be obtained at the Official Assignee's office, Geelong; of Mr. Charles A. Woolley, solicitor, Geelong; of Mr. Gell, solicitor, Annand's Chambers, Melbourne; and of Messrs. Allen and Bowden, solicitors, Sydney, New South Wales.

PRODUCE STORES.—Messrs. DURHAM and IRWIN are prepared to receive wool, sheepskins, tallow, hides, &c., for sale by auction or privately, at their Produce Stores, Circular Quay.

Liberal advances made on wool, sheepskins, tallow, and hides consigned to them for sale or shipment.

Circular Quay, 1st October.

NEWINGTON ABATTOIRS AND BOILING-DOWN ESTABLISHMENT.—Mr. JAMES GRAHAM (recently of Melbourne), begs to inform Squatters and Butchers that, having made arrangements for carrying on the above establishment, he will be prepared, from and after 1st January, 1862, to slaughter (and convert into nett cash upon favourable terms (which can be learned on application) any stock with which he may be entrusted for that purpose.

All stock to be slaughtered in the order in which they arrive; and they will be kept in good, secure, and well-watered paddocks, free of charge, during the time they may remain on hand.

The carcase of each animal will be sold by public auction, at the Meat Sale Rooms, Lime-street Wharf, Sydney; and account sales of each lot of stock will be rendered immediately after realisation, and proceeds paid over as may be directed.

The facilities offered by the Newington Establishment for Slaughtering and Boiling-down are already so well known, that further comment is unnecessary.

J. Graham is now in the course of erecting cattle and sheep sale yards at Newington, so as to give all who may favour him with stock the option of offering them at auction on the usual terms, or of slaughtering them on commission. The position of the proposed sale-yards is very conveniently situated for the reception of stock, and of easy access to buyers from all quarters, being only an hour's drive from Sydney, within a mile from Haslam's Creek Railway Station, and a few miles from Parramatta.

J. Graham has made arrangements with Messrs. W. Dean and Co. to guarantee, when required, the payment of all stock sent to him, *free of charge.*

Meat sales will be held daily, from the 1st January, at the Lime-street Wharf, Sydney, at the same hours as hitherto.

THE GREAT ENGLISH REMEDY FOR GOUT AND RHEUMATISM.—BLAIR'S GOUT and RHEUMATIC PILLS.—This preparation is one of the benefits which the science of modern chemistry has conferred upon mankind; for during the first twenty years of the present century to speak of a cure for the gout was considered a romance; but now the efficacy and safety of this medicine is so fully demonstrated, by unsolicited testimonials from persons in every rank of life, that public opinion proclaims this as one of the most important discoveries of the present age.

These pills require no restraint of diet or confinement during their use, and are certain to prevent the disease attacking any vital part.

They can be relied upon as the most safe and effectual remedy ever offered the public, and have been universally used in Europe and America for many years for the above complaints.

Her Majesty's Commissioners have authorised the name and address of "THOMAS PROUT, No. 229, Strand, London," to be impressed upon the Government stamp affixed to each box of the genuine medicine.

Sold in England at 1s. 1½d. and 2s. 9d. per box.
Agents for Sydney, Messrs. FOSS, SON, and CO.

HOLLOWAY'S PILLS present the only safe and certain means of invigorating a debilitated constitution. Persons of nervous habit, suffering from impaired digestion and bilious affections, should give those remedies an impartial trial. Nothing acts so wholesomely on the stomach, liver, and kidneys. Sold by all druggists, and at 244, Strand, London.

NOW LANDING, from the Maid of Judah, 20 packages consisting of
Cases of Holloway's pills
Ditto cod liver oil
Superior French polish
Kegs tartaric acid and cream tartar
Ditto carbonate of soda
Quinine, glycerine, &c., &c.
W. LARMER, importer, 313, George-street.

FEVERS, DYSENTERY, DIARRHŒA, Coughs, Colds, Consumption, Asthma, Bronchitis, Neuralgia, Rheumatism, &c., are instantly relieved by Dr. J. COLLIS BROWNE'S CHLORODYNE.—In consequence of the extraordinary efficacy of this remedy, several unprincipled parties have been induced to vend imitations. Never purchased Chlorodyne except in sealed bottles having the Government stamp, with the words "Dr. J. Collis Browne's Chlorodyne" engraved thereon. A whole sheet of medical testimonials accompany each bottle. Sole manufacturer, J. T. DAVENPORT, 32, Great Russell-street, Bloomsbury, London. Price, in bottles, 2s. 9d. and 4s. 6d.: carriage free.

B. MOUNTCASTLE, in returning thanks to his friends the public for the many years' patronage he has received at their hands, begs to inform them that his extensive alterations are now completed, and he is thus enabled to make room for large shipments, ex late arrivals, of first-class HATS of every description, which he intends to sell at a considerable reduction for cash.

A large stock of gold and silver cord and lace livery bands, military and navy ornaments, &c.

Every description of hats and caps made to order.

Australian Hat Manufactories, 319, George-street, and 64, Market-street.

SUMMER HATS, ex Maid of Judah.—The undersigned has landed a few cases of light, ventilated, soft crowned, straw, brimmed felt Hats. B. MOUNTCASTLE, 319, George-street, and 64, Market-street.

AT THE COMMENCEMENT OF THE NEW YEAR, D. JONES and CO., prompted not less by gratitude than self-interest, beg to return their most sincere thanks to the numerous families from whom they have received such unprecedented support during the past twelve months, and to assure them and the public in general, that in October last they made arrangements to DOUBLE their usual importations.

The first shipment since the increased amount has just arrived per Maid of Judah, to be followed by a large purchase from London and Paris, per mail steamer, also, a varied stock per Granite City, both to arrive this month, to be followed by THREE SHIPMENTS EVERY MONTH during the year.

Families visiting the city are earnestly requested to view this establishment for every variety of requisite for household purposes.

FOR LADIES' AND GENTLEMEN'S CLOTHING they believe they stand unrivalled in the colonies.

D. Jones and Co. add a list of their departments, each being presided over by an experienced salesman from the West End of London.

DEPARTMENT No. 1.
Silks, satin, and velvets, from London, Paris and Lyons,
DEPARTMENT No. 2.
Dresses, in endless variety of material, from 5s to £12 12s.
DEPARTMENT No. 3.
Millinery, mantles, shawls.
Cloaks, &c., &c., from Paris and London.
DEPARTMENT No. 4.
Fancy Department—This cannot be described from the countless variety of articles, from Paris, London, Berlin, Malta, and Valenciennes.
DEPARTMENT No. 5.
Gloves and gauntlets, the largest stock out of London, from Paris, Grenoble, and Worcester.
DEPARTMENT No. 6.
Drapery, table linens, sheetings
Blankets, counterpanes, quilts, towellings.
This department is unrivalled in extent, and many articles will here be found which no other house keep.
DEPARTMENT No. 7.
Men's mercery, handkerchiefs, ties
Gloves, hats, braces, belts
Gentlemen's and boys' underclothing.
DEPARTMENT No. 8.
Haberdashery—A full assortment of the very best descriptions.
DEPARTMENT No 9.
Carpets, floorcloths, cocoa and China matting, poles, cornices, damasks
Church and chapel furniture.
DEPARTMENT No. 10.
Woollens, West of England and Yorkshire cassimeres, doeskins, tweeds, angolas, Bedford cords, serges, cricketing flannels, trimmings, &c., &c.
DEPARTMENT No. 11.
READY-MADE CLOTHING in first style, workmanship guaranteed.
SUITS to match, from 30s. to £3 3s.
BOYS' and YOUTHS' clothing
COACHMAKERS' cloths, trimmings, &c., &c.
CABINS FITTED with every requisite; OUTFITS for all parts of the globe.

D. J. and CO. have an upholsterer on the premises, who will, if necessary, wait upon families residing at any distance from Sydney.

N.B.—Particular attention is paid to the execution and despatch of all orders from the country. A person of experience is charged with this duty in every separate department.

EX MAID OF JUDAH.

The following have been opened from the MAID OF JUDAH, and will be shown this day,

Millinery bonnets	Crape gauze hosiery
Trimmed ditto	Fancy ribbon ties
Dressed caps	Fine cord ditto, novelties
Ditto wreaths	Amazine phœnix ditto, ditto
Flowers, berries	Prince Arthur ditto, ditto
Bouquets and ornaments	Regent and Eureka ditto, ditto
Llama Shawls in brown, black, white, drab, violet, and mauve	Embroidered Oxford ditto, much worn in London
Grenadines, in silk and wool	Ditto Ranelagh's ditto, ditto
Ditto mohair, with shawl to match	Russell's, Elcho's ditto, ditto
Parachutes, sun shades	Drab felt helmets
Umbrellas, trimmings	Patent ventilating air chamber ditto
Laces in Honiton, Maltese	Ditto ventilating Oxford and Cambridge hats
Ditto Valenciennes, Brussells	Carved ivory tiepins
Muslin flouncings	Balmoral Knickerbocker caps
Ditto scollopings and insertions	Paragon eyelet braces, new
Ribbons, belts, sides, clasps, pins.	Prince of Wales ditto, ditto
Gentlemen's Eureka shirts	Patent trouser bolts.
Ditto silk and angola Crimean ditto	

Also,
15 bales carpets
5 ditto cocoa mattings
8-4 printed and plain cloths, pulpit tassels, curtain loops, cords, &c., &c.

MESSRS. DAVID JONES AND COMPANY have opened, and will show, THIS DAY, a most extensive assortment of
LADIES' AND CHILDREN'S GLOVES,
Comprising,
Ladies JOSEPHINE kid (FIRST CHOICE), in all colours and sizes
Best Paris ditto, manufactured by Trefousse and Co., (superior cut)
Jouvin's kid gloves, sewn colours, 3s. 6d. per pair
Fine GRENOBLE ditto, 2s., 2s. 6d., and 3s. per pair
White Alpine kid ditto, 1s. 6d. to 2s. 6d.
Jouvin's black ditto, best quality, 2s. 9d. per pair
Burmese, Florence, and taffeta silk gloves, for summer wear
Transverse, Oxford, and fancy Union ditto
Huntingdon and Cambridge cuffed ditto
Ladies' Lisle thread gauntlet gloves, in tan colour, drab, white, and black, every size
Plain and FANCY SILK ditto
Pique calf ditto
Best kid ditto, in LIGHT DRABS and dark colours
NORWAY DOE and DOGSKIN RIDING gloves and gauntlets
Children's French kid gloves, in drab, dark, and light fancy colours
Taffeta and fancy silk ditto
Oxford, transverse, and fancy union ditto
Maltese, Albert, and Berlin thread ditto
Lisle thread and cotton ditto (a great variety)
Children's taffeta silk GAUNTLET GLOVES, coloured and black
Lisle thread and union ditto.
345 and 347, George-street; carriage entrance, 1, Barrack-street.

IMPORTANT NOTICE.
GREAT CLEARING-OUT SALE!
At Britannia House, 357, George-street.

O'DONNELL, BATE, and CO. have, in consequence of advices per last mail, of extensive shipments being made to them by their London and Paris buyers, determined to hold, prior to taking stock, an immense CLEARING SALE of their entire stock of
GENERAL DRAPERY, SILKS, SHAWLS, MANTLES, &c.
To commence on MONDAY, January 13, and continue for 14 days only.

O'D., B., and CO. further intend holding these sales Half-yearly, for the purpose of enabling them to make room for all the novelties that may be introduced, and to secure which they have arranged with their home buyers for regular monthly shipments.

The stock has been re-marked at such low prices as must effect a speedy clearance.

SILK DEPARTMENT.
3000 yards fancy checked glace, 2s 6½d per yard, original price, 3s 9d
6000 jasper bar glaces, below manufacturer's prices
Glaces, 3s 3½d, worth 4s 9d
2000 yards fancy checked, 2s 11½d, worth 4s 3d
2500 yards stout black gros, 28s 0d full dress, worth 2 guineas
3 cases rich wide width black glaces, 34s 6d the dress, worth 48s 6d
3 cases new imperially glace, 42s the dress, worth 65s
DRESS DEPARTMENT.
1031 ells mohair barege, 8½d per yard, worth 16½d
1250 ells chene mohair, 8½d per yard, worth 16½d
500 French muslin dresses, 6s 11d the full dress, 12 yards, worth 12s 9d
3 cases Dolfus Meig's French muslins, in all colours, warranted fast, 9½d, usual price 1s 6d
100 yards plain grenadines at 9½d, sold at 16½d
3 cases broche delaines, reduced to 12½d.
MANTLES.
The new grenadine mantle (large size), 12s 9d, usual price 21s
Rich glace mantles, 18s 6d, worth 42s
A large quantity of rich quality opera mantles, 15s 9d, worth 32s 6d
An immense stock of children's mantles, at corresponding rates.
Black lace mantles (durable), from 7s 6d.
MILLINERY.
An immense variety of straw, fancy, crinoline, and millinery bonnets, hats, flowers, feathers, &c.; will be sold at less than half-price.
HOSIERY.
200 dozen women's good cotton, 4s 9d
150 dozen ditto, 6s 9d, worth 12s 6d
A large quantity of children's socks and girls' hose will be sold at corresponding prices.
FANCY DEPARTMENT.
Several cases of muslin sets, from 1s 6d
Real Maltese sets, at half the usual prices
Bonnet ribbons, at 2½d per yard, worth 7½d
A large lot of plain and fancy ditto will be sold below cost
FAMILY LINENS.
3 cases rough brown holland, commencing at 4½d per yard
2 cases white mosquito nets, 3 yards wide, 10½d per yard
A large stock of Wigan and Croyden's, commencing at 7½d for 72 inches
A large lot of Irish linen, table damask, muslin and lace curtains, &c., will be cleared out without regard to original cost
50 pieces Horrocks' fine lengcloths, at 3s 9d per dozen, worth 5s 6d.

☞ The sale will commence at 10 o'clock, on Monday morning.

TO GENTLEMEN.—Dirty and faded Coats, Trousers, &c., altered to new. 74, South Head Road.

LINCOLNSHIRE HOUSE.—J. WETHERILL, 307, George-street,
500 pairs gauntlet Josephine kid gloves, 2s. 6d.
100 pieces ribbon trimmings, 1s.; worth 2s. 6d.
700 black glace mantles, 5s. 6d.; worth 15s. 6d.
2000 leghorn hats, 1s. 11d.; cost 6s. 6d.
1500 bunches French flowers, 1s., worth 4s. 6d.
280 pieces French white bonnet ribbons, 7½d.
125 bronze belts, 8½d.; gold ditto, 1s. 9d.
760 chenille nets, 1s. 11d., worth 3s. 6d.
160 rich barege robes, for evening wear, 15s. 6d.
Muslin dresses, 4s. 11d.; flounced muslins, 5s. 11d., worth 12s. 6d.
240 balzorines, 18 yards, 7s. 11d., worth 12s. 6d.
8050 pieces bonnet ribbons, 7½d, worth 1s. 6d.
2 cases black elastic, by mail steamer
700 pieces grey sheeting, 3s. 9d.; American cost, 5s. 9d.
140 pieces saxony flannels, 1s., 1s. 3d., 1s. 6d.
790 pieces white calico, 5s. 9d. for 24 yards
160 pieces glazed linings, 2½d., worth 4d.
250 cards cotton fringes, 18 yards, 1s. 11d.
All new goods, bought for cash this week.

GENTLEMEN'S MERCERY, ex Maid of Judah.—Just opened, and now ready for inspection, a splendid assortment of Gentlemen's Mercery, consisting of
French wove flannel crimean shirts
Silk crimean, shepherd and Rob Roy plaids
Gentlemen's all linen shirts
Ditto linen and paper collars, new designs
Ditto eureka scarfs, silk and marcella
Black, white, and coloured tom thumb ties
Cambric handkerchiefs, plain and coloured borders
Youths' pocket handkerchiefs
Men's body belts
Clerical bands
French silk braces, tambioured and plain, &c.
LEWIS, French Glove Depot, 10, Hunter-street.

FANCY BRUSHWARE, &c., ex Maid of Judah.
Ladies' and gentlemen's superior hair brushes
Ditto tortoiseshell and ivory backs
Flesh brushes, with and without handles
Cloth, nail, and tooth brushes
Bandoline and shaving brushes
Ivory and buffalo horn combs
Moustache companions
Herring's magnetic hair brushes
Hand mirrors, nail trimmers, and glove stretchers
Shoe lifts, and fine toilet sponge
Orchard gloves, and oil silk bathing caps.
LEWIS, French Glove Depot, 10, Hunter-street.

CALLAGHAN and SON announce to the public, that they have taken one of those commodious and extensive premises, opposite the Royal Hotel, which they will open in a few days, with one of the largest and best selected stock of BOOTS and SHOES in the colony.

NEW BUILDINGS, opposite Royal Hotel. CALLAGHAN and SON will open their establishment in a few days.

EVERY PACKAGE of Boots and Shoes at CALLAGHAN and SON'S will be fresh goods just landed.

WASHING Machines, four guineas; family mangles, five guineas each. LEA and SON, 70, York-st.

24 KNIVES or FORKS CLEANED in five minutes, with LEA'S machines, 21s. each. 70, York-street.

LANDING, ex Queensland, &c.—Hamilton's corrugated galvanised iron, 6, 7, and 8 feet, in zinc-lined cases
Best charcoal tin plates, IC, IX, IXX
Chance's sheet glass, 10 x 8, and 14 x 16
Chance's superior 1-5th quart tumblers
Turpentine and linseed oil, in wood and drums.
RABONE, FEEZ, and CO.

BEST Steam-laid MANILA ROPE, ½ to 6 inch, in assortments to suit buyers.
RABONE, FEEZ, and CO.

TELEGRAPH WIRE, No. 6; Binding Wire, and Stretchers. RABONE, FEEZ, and CO.

NEW SOUTH WALES WINES.—The undersigned have on SALE, in pint and quart bottles, and draught, the following wines, the produce of this colony:—

RED WINES.	WHITE WINES.
Medoc	Hock
Pontac	Frontignac
Burgundy	Malvesia
Erlau.	Madeira.

Tokay.
MEDOC and HOCK. Sold by all Innkeepers, &c., at 1s. per PINT bottle.
G. S. LEATHES and CO., Wholesale Grocers, Wine and Spirit Merchants, 1, Wynyard-street, Sydney.
Country buyers liberally treated with.

AMERICAN VEHICLES.—The best selection of American Vehicles in Sydney on SALE.
S. C. BURT and CO., Horse and Carriage Bazaar, Pitt and Castlereagh streets.

SMALL FINGER-ORGAN for SALE, containing six stops, viz., open diapason, stop, diapason treble, stop diapason bass, principal, flute, and fifteenth; one composition pedal, general swell; compass, CC to F—4½ octaves; in a Gothic oak case with gilt pipes. Price £100. Apply to W. J. JOHNSON, and CO., 243, Pitt-street.

6 NEW IRON TANKS, each 400 gallons, now landing ex Tiptree, on SALE, by PAYTEN and DAY, auctioneers, Pitt-street.

COCOANUT MATTING. Cocoanut Matting.—In fancy stripes and colours, most suitable for Government offices, &c. PARKER and BATES, 355, George-street, and 277, Pitt-street.

HART'S ADELAIDE FLOUR on SALE, at L. and S. SAMUEL'S, Spring-street.

SODA WATER and Lemonade Bottles.—Now landing in small packages for country buyers, or delivered in town counted out. W. W. BUCKLAND, Macquarie-place.

GUANO! GUANO!! from South Sea Islands, ex Bouditch and Flying Dragon.—100 tons only remain of this superior fertilizer. These shipments have been tested and highly approved of during the last two seasons by several hundred growers. Price £6 per ton, in lots to suit buyers. W. W. BUCKLAND, Macquarie-place.

TO ARCHITECTS, CONTRACTORS, BUILDERS and others.—On SALE by the undersigned:—
3000 barrels best Portland cement, first brands
Best American and English plaster
Roman cement, Maxwell's and Batchelder's
Sheet lead, 3 lbs. to 7 lbs., large stock
Drain pipes with bends and junctions, patent closets, syphons, &c.
Oven tiles, fire lamps, fire clay, fire bricks
Marble flooring slabs
Marble and enamelled plate chimney pieces in great variety, from 30s. to thirty pounds
Slate baths, cisterns and slabs, various sizes.
W. W. BUCKLAND, Macquarie-place.

COME AT LAST.—Guns, pistols, swords, catapultas, targets, trumpets, drums, tambourines, fiddles, accordeons, kites, balls, horses, carts, dolls, popguns, and all toys, fancy baskets, &c. T. PALMER, 620, George-street South.

COALS.—Best Newcastle Coals, selling below market price, at Shoebert's Wharf, Sussex-street.

CIDER. Cider. Cider.—Richards' Hobart Town Cider Stores, 54, Crown-street, Woolloomooloo, Sydney.

RIMMEL'S Perfumed Almanack, for 1862, 6d. each, the half dozen for 2s. 6d. M'MAHON'S, 410, George-street.

NEW SOUTH WALES Cricketers' Scoring Paper, published by M. M'MAHON, 410, George-street.

AUSTRALIAN WINES, choicest vintages, in wood and bottle. H. MACHEN and CO., 183, Pitt-st.

VEGETABLE SEEDS, VEGETABLE SEEDS.—On SALE, by the undersigned, another importation, ex Northam, of these celebrated Seeds, in packages, each containing thirty different sorts, all of most choice kinds, warranted to grow. FERRIS and SON, Pitt-st., Sydney.

MAURITIUS SUGAR.—For SALE, at the Stores of the undersigned, the CARGO, ex Mary Nicholson, consisting of a good assortment of ration and grocery sugars; also 20 barrels molasses. R. TOWNS and CO.

TO PROPRIETORS OF NEWSPAPERS IN THE COLONIES.—For SALE, two of Cowper's, of Manchester and Birmingham, double double demy printing machines, to work by steam, with driving shafts, fast and loose pulleys, bed frames, fastening bolts, duplicate wheels, roller stocks and moulds, and everything complete for erecting in an office. The Machines formerly printed the SYDNEY MORNING HERALD, and are now being disposed of in consequence of the erection of new machinery. They have had very little wear, and the casual repairs having been performed by a competent engineer, are as strong and perfect as when erected from the factory of Mr. Edward Cowper.

One FOUR-CYLINDER MACHINE, guaranteed speed 4000 per hour; cost set down in London Docks, £800; cash price, £500.

One TWO-CYLINDER MACHINE, guaranteed speed 2000 per hour; cost set down in London, £500; cash price, £300.

Also, one of Hopkinson's Super Double-royal ALBION PRESSES, which has had very little use.

For further particulars, apply to JOHN FAIRFAX and SONS, HERALD Office.

DUNDEE MANUFACTURES.—The following goods are made to order, and on SALE by the undersigned:—
Hessians, 72 inches wide, 20 porters
Copper-ore bags, heavy, 750 each bale
Biscuit and bran bags, 500 each bale.
ANDERSON, BROTHERS, and CO.

FOR SALE, 300 cases bottled Burton ALE, now landing, ex Jno. Banfield and Queensland, warranted, prime quality, Robinson and Co.'s. ANDERSON, BROTHERS, and CO., Queen's-place, agents.

STARCH, Berger and Co.'s Patent Rice, blue and white.
ANDERSON, BROTHERS, and CO., Queen's-place.

OIL.—150 Cases superior Chinese Oil, in cases of 4 tins. A. TANGE and CO., Wynyard-square.

OATS and GRAM.—California Oats, and a few tons Gram, for SALE. A. TANGE and CO., Wynyard-sq.

500,000 FEET AMERICAN PINE. Doors, Sashes, Architraves, Mouldings, Laths, Battens, Ash Oars, &c. BROOMFIELD and WHITAKER, Albion Wharf.

200,000 FEET Colonial Hardwood of every description. BROOMFIELD and WHITAKER.

500 BARRELS best Plaster of Paris and Portland Cement. BROOMFIELD and WHITAKER.

200,000 FEET tongued and grooved PITCH PINE, 1 inch, and tongued and grooved BALTIC, 1 inch, ¾ inch, and ½ inch. BROOMFIELD and WHITAKER, Albion Wharf.

WOOLLOOMOOLOO STEAM SAW MILLS (late Fairfax's). R. NOTT, manager.

100,000 FEET CEDAR and Pine Boards, Woolloomooloo Steam Steam Saw Mills.

10,000 FEET T. and G. Oregon Floor-boards, at the Woolloomooloo Steam Saw Mills.

20,000 FEET of ½, ¾, and 1 inch prepared Baltic Lining, Woolloomooloo Steam Saw Mills.

500 BALTIC Deals, 9 x 3, and 11 x 3, solid and cut, at the Woolloomooloo Steam Saw Mills.

100,000 H. T. SHINGLES, and Palings, at the Woolloomooloo Steam Saw Mills.

DOORS, Glazed Windows, Architraves, skirtings, mouldings, &c. Woolloomooloo Steam Saw Mills.

SOAP and CANDLE BOXES, Wine and Fruit Cases, at the Woolloomooloo Steam Saw Mills.

300,000 FEET Colonial Hardwood. The best assortment in Sydney. WILLIAM JOLLY and CO.

100,000 FEET Deals, Pine T. and G. Flooring Boards, Doors, Sashes, Cedar, &c. WILLIAM JOLLY and CO.

COLONIAL Hardwood Flooring—tongued, grooved, and planed. WILLIAM JOLLY and CO., Timber Wharf, Bathurst-street.

IRONBARK Posts, Rails, Palings, and Billet-wood. WILLIAM JOLLY and CO., Timber Wharf, Bathurst-street.

CARRIAGE FOR SALE.—A very elegant and extremely light Pilentum. Built by Palmer and Vial, and finished in their very best style. Apply to BUCHAN THOMSON, the Stables, Bligh and O'Connell streets.

2000 EWES for SALE, in Leichhardt' District. LOTZE and LARNACH.

STORE SHEEP for SALE, in one lot,—
3300 wethers, 4 and 5 years old
800 maiden ewes
400 ewes, 3 and 4 years old,
Deliverable on the Burnett.
LOTZE and LARNACH.

SALES BY AUCTION.
THIS DAY.

BURT and CO.'S Sales by auction, at their Bazaar, THIS DAY, at 11 o'clock, will comprise
Team of six heavy cart horses
Cart horses
Gig and dogcart horses
Hacknevs
Journey horses
Gigs
Drays
Spring carts and harness.
At 2 o'clock,
Broken and unbroken horses at the Sale Yards, Camperdown.

MONDAY, January 13th.

To Town Draymen, Carriers, and others.
Team of Six Heavy Cart Horses.

BURT and CO. have received instructions to sell by auction, at their Bazaar, THIS DAY, January 13

SALES BY AUCTION.

Bangor Slates.
Ex Isles of the South.

MONDAY AFTERNOON, 13th instant.

To Builders and others.

L. E. THRELKELD and CO. will sell by auction, on Circular Quay, THIS AFTERNOON, at 3 o'clock,
13,000 best Bangor slates
24 x 12
20 x 10
18 x 10.
Terms at sale.

Preliminary Notice.

L. E. THRELKELD and CO. have received instructions from Captain Marsh to submit to public competition, on WEDNESDAY, 15th instant, at half-past 10 o'clock,
The ship ELIZA L. B. JENNY, 380 tons register, coppered and copper-fastened, together with all boats, spars, masts, rigging, whaling, and other gear as she now lies at Campbell's Wharf.
Full particulars will appear in to-morrow's paper.

Boots and Shoes.
Ex Maid of Judah.
A really seasonable shipment, guaranteed for unreserved Sale.

TUESDAY, 14th January, 1862.

Women's Boots
Children's ditto
Men's ditto.

To Boot and Shoe Makers, Storekeepers, Shippers, and others.

L. E. THRELKELD and CO. have been instructed by the importers to submit for unreserved sale by auction, TUESDAY, 14th instant, at 11 o'clock,
Ex Maid of Judah.
CHILDREN'S GOODS.
Coloured french cashmere boots, E.S., 6 to 1
Ditto ditto ditto, mock seal, 2 to 5
Kid boots, E.S., spring pumps, 6 to 1
Black french cashmere, E.S., spring wolts, 10 to 13
Ditto ditto, buttoned, 2 to 5
Boys' calf bluchers, sprigged, 10 to 13
Memel pumps, rivetted, 3 to 5
Kid side, spring rivets, ditto
Cordovan balmoral, ditto, clumps, ditto
Memel balmorals, rivetted, 6 to 9
Cordovan balmorals, ditto and sown, 6 to 9
Cloth buttons, patent goloshed, rivetted
Coloured french cashmere, E.S., 6 to 9
Patent calf strap shoes, 3 to 5
Girls' leather boots, 6 to 13
Ditto balmorals, ditto
Ditto cloth boots, ditto.
WOMEN'S GOODS.
Kid boots, E.S., spring pumps, B.B.
Women's brown felt slippers, rounds
Ditto black ditto ditto
Ditto kid boots, pumps, M.H.B.B.
Ditto all ditto E.S., B.B. pumps
Ditto coloured French cashmere side spring
Ditto black ditto, B.B.
Ditto best kid blocked S.S. M.H.
Ditto all kid, E.S., military heels, 2 rows buttons
Ditto cashmere Adelaide boots
Ditto leather ditto ditto
MEN'S GOODS.
Men's calf bluchers
Ditto army ditto
Ditto patent short wellingtons
Ditto calf ditto ditto
Ditto French calf wellingtons, bevil and round
Ditto ditto, welts, bevil, and square
Ditto ditto, sprigged square
Ditto calf wellingtons, ditto
Ditto kid, E.S. patent goloshed
Ditto ditto, false button, patent goloshed and crimped
Ditto kip bluchers, sprigged
Ditto ditto ditto, pegged
Youths' calf ditto, round and square, 1 to 4.
&c., &c., &c.
The particular attention of the trade is requested to this sale of really seasonable and first-class goods.
Terms at sale.

Oregon Timber.

The balance of the Renown's cargo, from Puget Sound, For Positive Sale,

At the Circular Quay, east side, near Talbot's Stores, On TUESDAY AFTERNOON, 14th January, 1862, At 3 o'clock prompt.

Important to Timber Merchants, Builders, Contractors, Shippers to Otago, Shipwrights, Speculators, and others.
Inch T. and G. Red Pine Oregon Flooring Boards
Rough Inch Boards
Scantling, 3 x 2, 4 x 2, 4 x 2½, 4 x 3
Joists, 6 x 2, 6 x 6½
Deals, 9 x 3, 10 x 3, 11 x 3, 12 x 3.

☞ The special attention of the trade is directed to the above very superior shipment of dressed and undressed Oregon timber, selected with great care from the well known Puget Sound steam saw mills, the whole being of the finest seasoned wood, peculiarly suited to the requirements of the colonial market. This being the only shipment now in either of the colonies, purchasers will do well to avail themselves of the present favourable opportunity for replenishing stores.

L. E. THRELKELD and CO. have received instructions from the importers to submit for public sale by auction, at the Circular Quay, east side, on TUESDAY AFTERNOON next, the 14th January, at 3 o'clock,
The balance of the shipment of Oregon timber, ex Renown, comprising
DRESSED TIMBER.
39,733 feet inch T. and G. flooring boards, all uniform widths—6-inch
5,000 feet rough inch boards.
UNDRESSED TIMBER.
20,420 feet scantling, 3 x 2, long lengths
1,954 ditto ditto, 4 x 2, ditto
23,237 ditto ditto, 4 x 2½, ditto
35,482 ditto ditto, 4 x 3
28,237 ditto joist, 6 x 2, long lengths
15,311 ditto ditto, 6 x 2½.
DEALS.
22,423 feet deals, 3 x 9, long lengths
6,766 ditto ditto, 3 x 10, ditto
14,203 ditto ditto, 3 x 11, ditto
3,603 ditto ditto, 3 x 12, ditto.

*** The timber will be ready for delivery immediately after the sale. No outward wharfage to shipping buyers.
Terms, liberal, at sale.

Sacramento Salmon
Frazer River Salmon
Puget Sound Salmon.
Ex Isle of France, from San Francisco.
Now landing, in fine order.

WEDNESDAY, 15th instant.

First lot to be offered,
American Prime Mess Pork.
Second lot to be offered.
For positive Unreserved Sale.

L. E. THRELKELD and CO. have been instructed by the importer to sell by auction, at the City Mart, on WEDNESDAY, at half-past 11,
SALMON,
11 barrels finest Sacramento salmon, each 150 lb.
20 ditto ditto Puget Sound ditto, each 200 lb.
8 ditto ditto Frazer River ditto, 200 lb.
PORK,
5 barrels American prime mess pork.
First lots to be offered.
Terms at sale.

Preliminary Notice.

Choice Mauritius Sugars.
For Positive Sale.
The entire cargo of the Star of Eve, just arrived from the Mauritius,
Comprising Bright Ration, Rich Yellow, and Light Counter Mauritius Sugars.
For sale by auction, at the City Mart, on FRIDAY, 17th January, at 11 o'clock.

L. E. THRELKELD and CO. have been favoured with instructions from Messrs. Flower, Salting, and Co. to submit, for sale by auction, at the City Mart, George-street, on FRIDAY next, 17th instant, at 11 o'clock,
The entire cargo of choice Mauritius sugars, just arrived ex Star of Eve, and the balance of the cargo of the Shah Jehan, comprising
Bright ration, rich yellow, and golden counter sugar, full particulars of which will appear in a future issue.

☞ The Auctioneers beg to direct the attention of country buyers, shippers, speculators, and the trade generally, to the above very choice shipment of Mauritius sugars, as being admirably adapted to the present market requirements.
Samples will be on view two days prior to sale.

Preliminary Notice.
60 Packages Drapery, Clothing, &c.
WEDNESDAY, 15th.

MR. CHARLES TEAKLE will sell by auction, at his Rooms, on WEDNESDAY, January 15th, at 11 o'clock,
Invoices of general drapery
Ready-made clothing, millinery, &c.
Particulars in future advertisements.

THIS DAY, 13th JANUARY.

EXTENSIVE AND IMPORTANT SALE of CITY, SUBURBAN, and COUNTRY FREEHOLDS. Interest, in £500 promissory note, secured.
At the Rooms, Pitt-street, at 11 o'clock for half-past 11 o'clock prompt,
INSOLVENT ESTATE OF SIMPSON.—Official Assignee's interest in a promissory note for £500, secured by mortgage, &c. The first lot to be offered.
BRIDGE-STREET.—The Bengal Arms Inn, shop, and dwelling-house, and a vacant allotment adjoining.
PARRAMATTA-STREET.—Unreserved sale, to close an estate, of allotments, opposite St. Barnabas Church.
CHIPPENDALE.—Brick-built Cottage, No. 7, Woodburn-street, near Cleveland-street, on very liberal terms.
NEWTOWN.—Large block of property, having 112 feet frontage to the Newtown Road, opposite St. John's Tavern. By order of the mortgagee.
ISLINGTON ESTATE, NEWTOWN.—Villa Sites, one acre and upwards, opposite Camdenville, the residence of Thomas Holt, Esq., M.L.A.
KIAMA.—20 acre Farm, with improvements, occupied by Mr. EMERY, about one mile from the town.
RICHARDSON and WRENCH.

Day of Sale,
THIS DAY, 13th January.

NEWTOWN RAILWAY STATION.

THE ISLINGTON ESTATE,
Comprising about 8 ACRES, a few yards from the Newtown Road, in the immediate vicinity of the RAILWAY STATION, CAMDEN VILLA, the residence of THOMAS HOLT, Esq., M.L.A., HOLMWOOD, the residence of JAMES DICKSON, Esq., M.L.A., and other first-class properties.
The Estate has been judiciously subdivided into EIGHT VILLA SITES, containing about one acre each, but will be sold in lots to enable the purchaser to secure a larger area if desired.
The position is unequalled in this rapidly improving and beautiful suburb, being elevated and gently sloping with a north-eastern aspect, commanding extensive panoramic views of the surrounding country, with Botany Bay and the ocean in the distance. The land is cleared, with the exception of a few richly foliaged trees, giving a fine park-like appearance to the whole property.
Islington is brought into the market, arranged so as to satisfy the demand for extended sites in this suburb, which will allow the purchaser sufficient area for ornamental grounds and paddocks, which are now considered actual requisites for a suburban site, and which by this subdivision, can be gratified to an extent of from one to four acres.
All former subdivisions in this locality have been into building allotments, which have found purchasers at from £3 to £7 per foot; but the proprietor of this estate being desirous of bringing it forward in a more acceptable manner, has been induced to sacrifice pecuniary considerations, to meet a rapidly increasing demand, and to grant better facilities to purchasers for securing a delightful, elevated, and healthy site, most favourably situated in the heart of the suburb, sufficiently distant from the main road to escape the dust arising from the traffic, with constant access to the city by train or omnibus, and enjoying every advantage the most fastidious could desire.
Newtown is daily receiving accession to its population; and, being now simply a continuation of the city, must continue to flourish and advance in importance; and there cannot be a doubt that the completion of the tramway from the Sydney terminus, landing passengers by rail in the centre of Sydney, will assist much in developing the enquiry for land at or near this station. The proposed tramway to Botany, via Newtown, will also greatly improve the neighbourhood, and give a great impetus to its growing prosperity.

TITLE, unquestionable. For full particulars apply to Messrs. Allen and Bowden, solicitors, Elizabeth-street.

TERMS, liberal.

RICHARDSON and WRENCH have received instructions to sell by public auction, at the Rooms, Pitt-street, THIS DAY, 13th January, at 11 o'clock,
The whole of the ISLINGTON ESTATE, NEWTOWN, comprising about 8 acres, subdivided into lots, to suit the convenience of purchasers.

LITHOGRAPHIC PLANS of the subdivision, and further particulars may be obtained at the Rooms.

TO MECHANICS, SMALL CAPITALISTS, and OTHERS.
CHIPPENDALE.
Capital brick-built Cottage Residence, No. 7, Woodburn-street, near Cleveland-street, Chipendale, next door to the house occupied by Mr. Burke.
TERMS.—15 per cent. cash deposit, a further cash payment of 15 per cent. on completion of the conveyance, the remaining 70 per cent. of the purchase money by instalments of 10 per cent. every four months from day of sale, with 8 per cent. interest added, secured on the property.

RICHARDSON and WRENCH have received instructions to sell by public auction, at the Rooms, Pitt-street, THIS DAY, 13th January, at 11 o'clock,
All that allotment of land, having about 24 feet frontage to Woodburn-street, on which is erected a NEAT BRICK-BUILT COTTAGE, on stone foundations, containing 4 rooms, with yard, &c., at the rear. Water laid on.

☞ This property is situate in a convenient locality, in the centre of the most populous neighbourhood of the city. The premises have only recently been erected, and are in good order. The sale will be positive, and, as the terms are exceedingly liberal, opportunity should not be lost for securing so favourably a small investment or comfortable homestead in the city.
Plan at the Rooms.

FIRST-CLASS CITY INVESTMENT.
BRIDGE-STREET.

THE BENGAL ARMS INN.
Occupied by Mr. Henry Parsons, and
SHOP AND DWELLING-HOUSE
adjoining, tenanted by Mr. A. Tornaghi; also a VACANT ALLOTMENT of LAND, the whole occupying a frontage of about 45 feet to Bridge street, adjoining that well-known range of commercial buildings, EXCHANGE-CORNER, at the junction of Bridge and Pitt streets, the property of Oswald Bloxsome, Esq.

RICHARDSON and WRENCH have received instructions to sell by public auction, at the Rooms, Pitt-street, THIS DAY, 13th January, at 11 o'clock,
All that piece or parcel of land in the City of Sydney, bounded on the east by the south stream, 72 feet; on the south-east by BRIDGE-STREET, 44½ feet, more or less; on the south-west by a parcel of land and premises formerly belonging to Peter Brodie, 67½ feet, and on the north-west by certain warehouses formerly belonging to John Edye Manning, but now or late the property of Oswald Bloxsome and Thomas Iceton, 58 feet to the point of commencement, on portion of which, occupying about 31 feet of the frontage to Bridge-street, are the following premises,
THE BENGAL ARMS INN,
substantial brick built house, on stone foundation, containing bar, five rooms, kitchen, and cellar. Also the
SHOP AND DWELLING HOUSE
now occupied by Mr. Tersaghi, built of brick on stone foundation, containing shop, five rooms, kitchen, &c., with yards, &c., in the rear.
These premises have lately been placed in thorough repair, and the frontages rebuilt to the building line of the street. They now realise at low rental to tenants, who have long occupied them,
£234 PER ANNUM.
The VACANT ALLOTMENT adjoining affords an opportunity of still further increasing the income from the property or premises in this great thoroughfare, and can constantly command tenants at high rentals.

☞ RICHARDSON and WRENCH can with confidence recommend this property as a sterling city investment, and one that will always yield a permanent return for capital invested. It fronts one of the widest and most crowded business thoroughfares in the city, and the premises (upon which a large outlay has lately been made) will bear minute inspection. The instructions are positive to effect a sale on the above date, and the attention of all is directed to the favourable opportunity of securing a first-class paying investment.
Plan on view at the Rooms.

TOWN OF KIAMA.

Suburban Farms of 20 acres, with Improvements, about one mile from the town, occupied by Mr. Emery.

RICHARDSON and WRENCH have received instructions from Mr. Netheray to sell by public auction, at the Rooms, Pitt-street, THIS DAY, 13th January, at 11 o'clock,
All that piece of land, containing 20 acres and 20 perches, being suburban lots 20, 23, and 24, as per Government plan, situate about one mile from the town of Kiama. The land is cleared and nearly all enclosed, and there has been erected on it a cottage of three rooms.
The soil is very superior, and there is a never-failing running creek through the property.

☞ This is a well-known valuable selection adjoining the properties of Messrs. Robb, Gray, and King. It is in a fine, elevated, and healthy locality, and as the sale will be positive it is worthy of attention.
Plan on view at the Rooms.

In the Insolvent Estate of James Simpson, late Innkeeper.
By order of the Official Assignee.

RICHARDSON and WRENCH have received instructions from John Morris, Esq., official assignee, to sell by public auction, at the Rooms, Pitt-street, THIS DAY, 13th January, at 11 o'clock,
All his right, title, and interest in and to a certain debt of £500 upon a promissory note in favour of James Simpson, dated 29th April, 1861, and due 2nd May, 1863, bearing interest at the rate of 10 per cent. per annum from date, secured by mortgage and a policy of insurance on the life of the maker of the promissory note.
The documents can be inspected and further particulars obtained at the Rooms, Pitt-street.

Without the slightest reserve.

To close an estate.

Parramatta-street.
Unreserved Sale of Valuable City Allotments, May-street and Athlone-place, nearly opposite St. Barnabas' Church, close to Parramatta-street.
19 Building Allotments, each having a frontage of 14 to 17 feet to the above well-known streets, with a depth of 79 feet.
Title unquestionable; for full particulars of which apply to John Smith, Esq., solicitor, O'Connell-street.

RICHARDSON and WRENCH have received instructions to sell by public auction, at the Rooms, Pitt-street, THIS DAY, 13th January, at 11 o'clock,
19 valuable building allotments, situated as above, with a frontage to May-street and Athlone-place, Parramatta-street.

☞ In the centre of one of the most crowded thoroughfares in the city, these allotments are peculiarly valuable as building sites for residences of mechanics and labourers, a class of property which it is well known returns a much higher rate than any other, being constantly in demand in this locality, and never empty. They will be sold to the highest bidder, in lots to suit purchasers, or as subdivided on the plan, which can be inspected at the Rooms.

POSITIVE SALE.

BY ORDER OF THE MORTGAGEE.

NEWTOWN.

Extensive block of property, having 112 feet frontage to the main Newtown Road, nearly opposite the St. John's Tavern, containing an area of 1 rood 15 perches, and comprising the premises occupied by Messrs. Knight, Rogan, Gannon, Taylor, Murphy, and the building now used as a Baptist's Church.

RICHARDSON and WRENCH have received instructions from the Mortgagee to sell by public auction, at the Rooms, Pitt-street, THIS DAY, 13th January, at 11 o'clock,
All that PIECE or PARCEL of LAND, being portion of lot 6 of the original Camperdown Estate, containing one rood fifteen perches, more or less, commencing at the north-east corner of a street at its junction with the Cook's River Road, and bounded by the south side of that road, 112 feet on the east by a line 159 feet to the north side of a lane, on the south by that lane 123 feet to street, and on the west by that street 90 feet to the Cook's River Road, at the point of commencement. On which are the following range of premises:—
The shop and dwelling formerly occupied by Mrs. Murphy.
The shop and dwelling now occupied by Mr. Rogan, saddler.
The two shops and premises, occupied by Mr. Taylor and Mr. Gannon.
The premises occupied by Messrs. Wakely and Knight, and
The building now used as a Baptist Chapel.

☞ This extensive corner block of property occupies the best position in Newtown, next to Mr. Webster's workshops, and nearly opposite St. John's Tavern. Attention is directed to the large frontage to the Newtown Road (112 feet), immediately in the centre of the business portion of the suburb, and to the advantages that would be derived by a purchase, as a speculation for subdivision.
For further particulars, apply at the Rooms, Pitt-street.
Terms at sale.

QUEENSLAND.
DARLING DOWNS.

Preliminary Notice.
That extensive first-class Station
GLENELG,
situated in the heart of the far-famed Darling Downs, together with
24,000 SHEEP, more or less,
and a small herd of
1000 HEAD OF CATTLE, more or less.
*** Stores, Teams, Drays, Working Stock, &c., to be taken at a valuation in the usual way.
Terms, liberal.

RICHARDSON and WRENCH have received instructions to sell by public auction, at the Rooms, Pitt-street, on TUESDAY, the 25th February, at 11 o'clock,
The above valuable first-class pastoral property, full particulars of which, together with a classification of the sheep, will be given in an early advertisement.

QUEENSLAND.
MARANOA DISTRICT.

For Positive Sale, without the slightest reserve.

These extensive richly grassed runs known as
YALEBONE AND TRINIDAD,
situated on and having about ten miles frontage to the Yalebone Creek, commencing at a point about thirty miles distant from its junction with the Balloon River, together with a small choice herd, comprising about
900 HEAD OF CATTLE, more or less, a mixed herd.

Preliminary Advertisement.

RICHARDSON and WRENCH have received instructions to sell by public auction, at the Rooms, Pitt-street, on TUESDAY, the 25th February, at 11 o'clock,
The above well-watered and richly grassed station, full particulars of which will appear in an early advertisement.
Terms at sale.

Treasury Auction Rooms.

TUESDAY, 14th January.

To Outfitters
To Storekeepers and others.

CHATTO and HUGHES have received instructions from the importers to sell by auction, at the Treasury Auction Rooms, on TUESDAY, 14th instant, at 11 o'clock precisely,
Invoices of new and seasonable ready-made clothing, &c.,
Just landed, ex John Banfield and Maid of Judah,
Comprising
Leamington cord trousers
Brown cotton half-hose
Brussels bandannas
Panama hats
Boys' shako rifle caps
Tweed and holland jumpers, &c., &c.
Men's tweed vests
Brown drill sacs
Men's super corah sacs
Boys' and youths' grasscloth sacs
Youths' brown drill trousers
Men's tweed suits
Scotch twill shirts
White shirts, W. and B.
Cantoon trousers
Light tweed ditto
Shepherd's plaid sacs
Black felt brightons
Light tweed sacs, &c., &c.
Terms at sale.

Treasury Auction Rooms.

TUESDAY, 14th January.

To Drapers
To Storekeepers and others.

CHATTO and HUGHES have received instructions from the importers to sell by auction, at the Treasury Auction Rooms, on TUESDAY, 14th instant, at 11 o'clock precisely,
Invoices of general drapery, just landed ex John Banfield and Maid of Judah, comprising—
Fancy dresses, mohairs, moire mantles
Mourning mantles, white drill parasols
Sewed muslins, laces, blonds, white cotton hose
Lappet muslins, coloured lenos, white calicos
Brown hollands, victoria lawns, bonnet ribbons
Gingham umbrellas, light ground prints
Cashmere hoods, corded skirts, stays, harness curtains, bonnets, spotted muslins, counterpanes, marsala jackets, purple prints
Rough browns, flounced muslins, infants' cloaks
Madder bands, underclothing, barege robes
Alpacas, cotton tick, brown lawns, heavy greys
Fringes, fringing, &c., &c.
Terms at sale.

On account of whom it may concern.
Damaged Pampanga Sugars.
Ex Berengaria, Royall, master, from Manila.

ROSSITER and LAZARUS have received instructions to sell by auction, at their Rooms, THIS DAY, 13th January, at 11 o'clock,
B—61 bags sugar, weighing 29 cwt. 3 qrs. 25 lbs., slightly
B—24 bags sugar, weighing 11 cwt. 2 qrs. 16 lbs., much.
Terms, cash.

Spanish Liquorice
Glazed Pipe ditto
Pontefract Cakes.

THIS DAY, January 13th.

ROSSITER and LAZARUS have received instructions to sell by auction, on the above day, at 11 o'clock,
Four cases, each twenty 7 lb tins, assorted juice.

Huntley and Palmer's Biscuits.
Just landed, ex Tiptree.

ROSSITER and LAZARUS will sell by auction on the above day, at 11 o'clock,
10 cases Huntley and Palmer's mixed biscuits.
Terms at sale.

Half-pint Castor Oil.

ROSSITER and LAZARUS will sell by auction, THIS DAY, January 13th, at their Rooms, at 11 o'clock,
20 cases O'Hara's half-pint castor oil.
Terms at sale.

Batty's Salad Oil.

THIS DAY, January 13th.

ROSSITER and LAZARUS will sell by auction, at their Rooms, on the above day, at 11 o'clock,
60 cases Batty's half-pint salad oil
25 ditto ditto pint ditto
25 ditto ditto quarts
Terms at sale.

Sinclair's Hams.

I. and T. Broome's Ditto.
Just landed, ex Marianus.

ROSSITER and LAZARUS will sell by auction, at their Rooms, THIS DAY, January 13th,
10 cases Sinclair's hams
10 ditto I. and T. Broome's ditto.
Terms at sale.

Letchford's Vestas.

THIS DAY, January 13th.

ROSSITER and LAZARUS have been favoured with instructions to sell by auction, at their Rooms, on the above day,
10 cases round plaid vestas
6 ditto japan 250's
4 ditto ditto 500.
Terms at sale.

To Builders
To Contractors, and others.
M'Anaspie's Patent Hydraulic Cement.
☞ First lot to be offered.

THIS DAY, January 13th.

ROSSITER and LAZARUS will sell by auction, at their Rooms, on the above day, at 11 o'clock precisely,
120 casks portland cement, from the above celebrated maker.
*** Samples can be obtained at the Rooms prior to sale.
☞ This cement is used by the principal contractors in England, and amongst others, for the city water tunnelling and the underground railroad; it is superior to any article hitherto imported, and a trial is solicited.
Terms at sale.

Groceries, Oilmen's Stores, &c.

THIS DAY, 13th January.

ROSSITER and LAZARUS have received instructions to sell by auction, at their Rooms, on the above day, at 11 o'clock,
Price's Belmont candles, 1lb. fancy packets
Nova stearine ditto
Colman's mustard, in 7lb. tins
Ditto ditto, in 1lb.
Ditto starch
Ditto thumb blue
Feast's pint pickles
Ditto sauces and capers
Ditto jams and jellies
Ditto bottled fruits
Split peas, in barrel
Soft shell almonds
Du Barry's chicory
West of England scented soap
Bell and Black's round plaid vestas
Ditto ditto 250, 500, and 1000 ditto
Whybrow's red herrings, in tins
Thin's bottled fruit
Lingfish, in cases
West India arrowroot
Perfumed hair oil
Bleached Jamaica ginger
Candied orange and lemon peel
Imitation meerschaum pipes
M'Dougall's clay ditto.
Terms at sale.

To Stationers
To Printers
To Booksellers, &c., &c.

ROSSITER and LAZARUS have been favoured with instructions from the importers to sell by auction, at their Rooms, on TUESDAY, January 14th, at 11 o'clock,
83 cases and bales of new stationery, &c., comprising
3, 4, 5 and 6 quire long folio day books
18 sheet 4to flush ditto
50 and 54 ledgers, faint ruled
6, 7, and 8 quire ledgers, leather bound
3, 4, and 5 ditto ditto, forril ditto
8vo oblong inventory books
3, 4, and 5 broad folio ditto
2, 2½, and 3 long ditto ditto
Delarue's yellow-wove envelopes
Ditto cream-laid ditto
Ditto wedding ditto
Seaforth's Letter Writers
Carpenter's Spelling
Mavor's ditto
Message cards
Lowe's Universal copies
Delarue's third ivory and enamel cards
Ditto burnished and Parisian ditto
Spring inkstands and invoice racks
20 to 120 lbs. brown casing paper
Blue and purple royal hand
3000 volumes new novels, by celebrated writers.
Terms at sale.

Boots and Shoes.
90 Trunks,
Now landing, ex John Banfield.
For Auction Sale, MONDAY next, the 14th instant.
To Boot and Shoe Makers
To Country Storekeepers and others.

FOTHERINGHAM and MULLEN have received instructions from the importers to sell by auction, at their Rooms, 309, George-street, THIS DAY, the 13th instant, at 11 o'clock prompt,
WF, ex John Banfield,
Ladies' cloth cordovan goloshed, spring heels
Ditto ditto ditto, T.P.H., extra lifts
Ditto ditto patent seal, goloshed, T.P.H., extra lifts
Ditto ditto cloth calf, patent goloshed, T.P.H.
Ditto French cashmere, calf, patent peak vamps, E.S., B.B., military heels, pumps
Ditto calf kid, E.S., pumps, military heels
Ditto French cashmere, seal, patent peak vamps, B.B., military heels
10-13, boys' grain lace-ups, brown polished steel rivetted, T.P.H., brass eyelets
10-13, ditto ditto, rivetted ditto, goloshed, T.P. heels, brass-eyed
6-9, ditto ditto, ditto, ditto ditto
Ladies' black cashmere, patent vamps, B.B.P.P.M.H.
Ditto ditto ditto, side lace, patent vamps, plain pumps
Ditto ditto ditto, calf, V.P.S., Bott. pumps
Ditto calf kid, calf patent peak, vamps, M.H.B.B.
Ditto French cashmere calf, patent low goloshed, B.B.
Ditto cloth, patent goloshed, side lace, T.P.H.D.S.
Ditto cloth, calf, patent goloshed, elastic side, T.P.H.
Ditto kid calf, patent peak vamps, L.S.M.H.D.S.
4-13, kid leg, seal cordovan, balmorals
Men's E.S. patent calf, goloshed
Ditto memel, ditto ditto ditto
Ditto wellingtons
Ditto short ditto, &c., &c., &c.
Terms at sale.

Preliminary Notice.

Grocerics
Oilmen's Stores
Candles
Provisions, &c., &c.
Ex Marinus.

FOTHERINGHAM and MULLEN have received instructions from the importers to sell by auction, at their Rooms, 309, George-street, on an early day,
Several parcels of the above.
Further particulars in a future issue.

Preliminary.
Boots and Shoes.
Auction Sale, FRIDAY, 17th January.

Bostock and Co.'s, and Gamble and Davis's Goods.

MESSRS W. DEAN and CO. have received instructions to sell by auction, at their Warehouse, Pitt and O'Connell streets, on FRIDAY, 17th January, at 11 o'clock,
131 packages boots and shoes, new and seasonable goods, from the houses of Bostock and Co., and Gamble and Davis.

Oilmen's Stores and Groceries.

Auction Sale, TUESDAY, 14th January.

MESSRS. W. DEAN and CO. have received instructions to sell by auction, at their Warehouse, Pitt and O'Connell streets, on TUESDAY, 14th January, at half-past 11 o'clock,
10 cases West India pickles, pints
10 ditto Spanish olives
10 ditto French ditto
100 boxes Ogilby's diaphane candles
5 tons Barry's chicory
½ ton Colman's blue
10 cases ditto mustard, in tins
5 ditto capers
50 ditto pints salad oil
50 ditto half ditto ditto
20 ditto quarts table vinegar
30 cases, 1 lb. tins, assorted jams
10 ditto, 2 lb., jams
50 ditto bottled fruits
40 boxes Cape raisins
10 cases W. I. arrowroot
2 cases liquorice, &c.
Terms at sale.

☞ Important Notice.
To Tea Dealers, Merchants, and others.
Teas.
Ex John Stephenson.

MESSRS. W. DEAN and CO. beg to inform the public that they are instructed by Messrs. Brown and Co. to withdraw the above teas from sale until further notice.

Price's Belmont Candles.

MESSRS. W. DEAN and CO. will sell by auction, at their Warehouse, Pitt and O'Connell streets, on TUESDAY, 14th January, at half-past 11 o'clock,
100 boxes Price's Belmont candles.
Terms at sale.

On account of whom it may concern,
99 casks Ale.
Ex Mutual.

MESSRS. W. DEAN and CO. will sell by auction, at their Warehouse, Pitt and O'Connell streets, on TUESDAY, 14th January, at half-past 11 o'clock prompt,
99 casks Muira ale.
Ex Mutual.
Terms, cash.

Java Sugars and Rice.
The remaining portion of the cargo of the Julia.

Bright Yellow Counter Sugars
Very fine White Crystals, and
Finest Dressed Table Rice.

For Positive Sale by Auction, on TUESDAY, 14th January.

MESSRS. W. DEAN and CO. have received instructions from the importers, Messrs. Prost, Kohler, and Co., to sell by auction, at their Warehouse, Pitt and O'Connell streets, on TUESDAY, 14th January, at 12 o'clock,
The remaining portion of the cargo of the Julia, from Java, viz.
D,
905 bags bright yellow counter sugar.
W,
1699 ditto ditto ditto
T,
650 ditto ditto ditto
K,
111 ditto ditto ditto.
NHM conjoined over 20,
900 bags very fine white sparkling crystals.
BR over NHM conjoined,
1000 bags finest dressed Java table rice.
The sugars being packed in small strong bags are extremely suitable for conveyance to the interior or for the family trade.
The attention of the trade is particularly requested to the above, as the instructions from the importers are positive—to close the balance of the cargo.
Terms, liberal, at sale.

Preliminary.

To Merchants, Drapers, Storekeepers, Country Buyers, and others.

Drapery Auction Sale—WEDNESDAY next.

MESSRS. W. DEAN and CO. will sell by auction, at their Warehouse, Pitt and O'Connell streets, on WEDNESDAY next, the 15th instant, at 11 o'clock,
150 packages general drapery, slops, hats, hosiery, straw goods, &c.
The whole of which will be sold without the slightest reserve, to close various accounts and consignments.
Terms at sale.

Buyers. Buyers. Buyers.

MR. WILLIAM TINDALL has received instructions from Mr. J. More to sell, at Mr. James Lander's Yards, St. Mary's, on TUESDAY next, 14th January, at 12 o'clock,
24 head of useful young horses, several of which are broken to saddle and harness.
No reserve.

Most important Auction Sale.
Stationery.
To Stationers
To Booksellers
And others.
Just landed ex Maid of Judah.

JOHN G. COHEN has received instructions to sell, at the Bank Auction Rooms, on THIS DAY, January 13, 1862, at 11 o'clock,
10 packages of stationery, viz.:
3, 4, 5, 6 quire broad folio day books, in forrell
5, 6, 8 ditto long ditto, ditto
2, 2½, 3 ditto broad 4to ditto
4, 5, 6 ditto extra bound foolscap ledgers
8vo clasp books, bound in white and leather
Ditto foolscap ledgers, ditto ditto white
12mo ditto clasp books, ditto ditto leather
Small and middle marble edge metallic books
1½, 2, 2½, 3 quire post long 4to, in forrell
Thin and thick long 4to flush books
Post 8vo account books, in white clasps
Cream laid note, Nos. 1, 2, 3, 4, blue laid foolscap
Assorted black bordered note tissue paper
De la Rue's wedding envelopes asserted
Cream laid, blue wove, official envelopes
De la Rue's overlaid and black bordered ditto
Post cream laid and yellow wove copy books
Foolscap ditto ditto ditto
Carpenter's, Vyse's, Fenning's spelling books
4to primers, royals, village stories
Copy slips, fairy tales, story books, &c.
Terms at sale.

☞ Paperhangings.
All of the best quality.
Elegant Patterns and new Designs.
To Paperhangers
To Builders
To Contractors and others.

JOHN G. COHEN has received instructions to sell, at the Bank Auction Rooms, THIS DAY, January 13th, 1862, at 11 o'clock precisely,
20 cases paperhangings, marble, satin, flock, and oak patterns.
No reserve.
Terms at sale.

Unreserved Auction Sale of Boots and Shoes.
Important
To Boot and Shoe Buyers
To Shippers
To Country Buyers and others.

Just landed ex Maid of Judah.

JOHN G. COHEN has received instructions to sell, at the Bank Auction Rooms, on TUESDAY, January 14th, 1862, at 11 o'clock precisely,
60 packages of boots and shoes, viz.:
Men's best hide grain napoleons
Ditto ditto light calf wellington boots, bevilled
Ditto ditto stout wellington boots, sprigged
Ditto ditto light calf prince georges
Ditto ditto E.S. kid tops, calf, goloshed
Ditto ditto ditto memel ditto ditto
Ditto kip blucher boots, steel sprigged
Ladies' kid E.S. double soles, military heels
Ditto ditto ditto imitation button
Ditto cloth boots, double soles, T.P.H., goloshed
Women's ditto ditto, T.P.H. welts
Children's cloth and kid boots, patent goloshed, rivetted 2 to 9, &c., &c., &c.
Terms at sale.

Gosnell's Perfumery
Ditto Brushware.
To Perfumers, Dealers in Brushware, and others.
Just landed, in excellent condition.

JOHN G. COHEN has received instructions to sell, at the Bank Auction Rooms, on THURSDAY, January 16, 1862, at 11 o'clock precisely,
20 packages of Gosnell's perfumery, brushware, &c., viz.:—
Victoria cherry tooth paste, lip salve, bears' grease
Pomades, hair oils, fountain perfumes
Shaving cream, hair dye, milk of roses
Parisian water, otto of roses, scented cold cream
Violet powder, windsor soap, nursery powder
Soap tablets, glycerine soap, shaving rolls
Tooth brushes, plate brushes, nail brushes
Shaving and hair brushes, hair pins
Clothes and shoes brushes, &c.
Terms at sale.

☞ Polar Oil.
150 Tuns.
Just landed, ex Nile, from Honolulu.
Casks in first-class shipping order.
Samples at the Rooms.
☞ All First-class Quality.

Highly Important
To Merchants
To Shippers
To Oilmen
To Leather Dressers, and
The trade generally.

JOHN G. COHEN has been favoured with instructions to sell, on Campbell's Wharf, on TUESDAY AFTERNOON, January 14th, 1862, at half-past 2 o'clock prompt,
Ex Nile, from Honolulu,
150 tuns very superior polar oil.
The above shipment of polar oil was selected with the greatest care, and will be found on inspection to be almost equal to sperm. It is highly recommended as a remittance for England.
Terms at sale.

By order of the Representatives of the late WILLIAM LAWSON, Esq.

First-class Sheep and Cattle Properties in the WELLINGTON and BLIGH DISTRICTS.
LOT 1.—The DAVY PLAINS and WOOLSHED Runs, together with about 24,379 SHEEP.
LOT 1.—MULLAH, BACK MULLAH, OUTER BACK MULLAH, EGELBARRA or BAN BAN, WARREN, BACK WARREN and GALLAWARRENNA, together with 9,000 HEAD OF CATTLE.
Terms at Sale.

MORT and CO. have been instructed by the Representatives of the late William Lawson, Esq., to sell by public auction, at the Rooms, Pitt-street, on FRIDAY, 7th February, at 11 o'clock,
The following well-known sheep and cattle properties:—
LOT 1.—The DAVY PLAINS and WOOLSHED RUNS in the Wellington district, distant about 20 miles from Orange and Molong, and 5 miles from Canowindra, and bounded by the runs of Messrs. Barton and Smith, the Panuara Range, and Belubula Rivulet. In extent they are about 100 square miles, and consist of sound, healthy, limestone country, of first-rate fattening qualities, timbered chiefly with white box and boree, and watered by the Boree, Canomodine, Oakey, and Bower Creeks, and the Belubula River.
LOT 2—Those valuable cattle runs known as
MULLAH
BACK MULLAH
OUTER BACK MULLAH
EGELABRA or BAN BAN
WARREN, and
GULLAWARRENNA,
situate in the Wellington and Bligh districts, about 50 miles from Dubbo, with weekly postal communication. They have a large frontage to the Macquarie River, and consist of the
FINEST MYALL and SALT BUSH FATTENING COUNTRY.
☞ Full particulars of these properties appear in the Saturday's issue of this paper.

In the Assigned Estate of James and William Spring, Millers.
By order of the Assignee.

THIS DAY.

MESSRS. DURHAM and IRWIN have received instructions to sell by public auction, at Spring's Mill (formerly known as Furlong and Kennedy's), at the foot of Bathurst-street, THIS DAY, 13th January, at 11 o'clock,
1700 bushels wheat
50 ditto

MERCANTILE AND MONEY ARTICLE.

Saturday evening.

THE amount of Customs duties paid to-day is as follows:—

Brandy	£22 19 1
Gin	70 18 5
Whisky	3 2 9
Rum	351 12 0
Wine	34 14 0
Tobacco and snuff	120 16 0
Cigars	24 9 5
Tea	2 6 6
Coffee and chicory	87 15 4
Sugar (unrefined)	175 0 0
Pilotage	21 7 8
Dues	6 10 0
Total	£1121 11 2

By the Benares we have news from England to the 26th of November. The following is the substance of our commercial telegram:—Money is easy, and the Bank of England rate of discount has been reduced to 3 per cent. Good bills, however, are done privately at 2½ per cent. The English funds are 1 per cent. higher than during October.—Consols being quoted at 94½ to 94¾ for money; but since then, a later telegram, received via India, informs us that they have declined 1¼ per cent. in consequence of a serious difficulty having arisen between England and America. New South Wales Government debentures are steady, at 99 to 100. The exports to the Australian colonies during the month amount to £467,595, against £427,637 in September and October. The increase is £39,958, and is principally in fine goods. The month's exports to Sydney amount to £254,460, against £240,074 in September. The increase amounts to £14,376, and is in large shipments of fine goods, glass, earthenware, slates, and salt.

The dividend to be declared by the London Chartered Bank of Australia is to be at the rate of 4 per cent.

The Bank of Deposit and National Assurance Association has stopped payment, with liabilities to the amount of £360,000. The assets are expected to be within 3s. in the pound of the liabilities.

The Wool sales commenced on the 7th of November. At the opening, prices ruled about the same as the lowest in July, but after a few days a decline of 1½d. was submitted to in all partly scoured and skin wools; and at this reduction it was expected that nearly all the stock would be sold.

Hides are steady, and heavy are worth 5d. to 5½d.

The Tallow market is unsettled, and prices are 1s. to 1s. 6d. under the ruling of last month.

Coffee has advanced 1s. per cwt.

Rice is dull of sale at reduced rates.

Spirits.—A good business has been done in rum at lower rates. Sales of brandy and wines have been limited.

Corn and wheat are dull, and a decline of 1s. per quarter has taken place owing to shipments from France.

Sugars are quiet, and common kinds are from 6d. to 1s. lower.

Copper.—Burra Burra is in demand at £102 10s. per ton.

Monday morning.

The Margaret Eliza arrived yesterday from Hongkong, with 3041 bags of sugar, 120 packages of rope, and 1000 half-chests of tea, and matting, and sundries.

From Melbourne we have papers to the 9th instant. The Customs revenue collected during the week, ended 4th instant, amounted to £10,823 1s. 3d. The *Argus* says:—

The bill of entry for the week ending the 4th instant—the first official week of the current year—gives the imports at the declared value of £143,220 and the exports at £94,153.

Business has been tolerably brisk between the holidays, but to-day it has somewhat fallen off, the country orders to hand at the early part of the week having been supplied. Prices appear to be well sustained. The auction sales have not generally been large.

The export market has opened for the year with considerable animation. The wool sales have gone off briskly in the face of a mail being almost due. At Messrs. J. H. Clough and Co.'s warehouse, 1800 bales were offered to-day before a very large muster of buyers and brokers, and 1005 bales were disposed of at full current rates. Scoured were sold at from 21½d to 25½d; fleece from 16½d to 22½d; greasy lambs's from 10½d to 15d; and greasy, from 9½d to 11½d per lb. Several parcels of beef and mixed tallow were also placed at from £32 to £36 per ton. Detailed particulars of the marks and prices of the wool disposed of are given in our market report.

The stock and share market continues to be very quiet. Since Monday, a few transactions have taken place in the open market. A parcel of Government Six per Cents., at 104; Colonial Bank of Australasia, at £6 10s; National Bank of Australasia, at £3 6s 6d; Melbourne Gas and Coke Company, second issue, at £4 15s; Colonial Insurance Company, 14s; and Long Gully (mining) Company, at 1s 6d. The sales reported on 'Change to-day were: Colonial Bank of Australasia, at £6 10s; Melbourne Gas and Coke Company, first issue, £9 10s; second, £4 15s.

At Melbourne, later advices from Batavia have been received by the Russian frigate Swetlana. The following extracts from the circular of Messrs. Paine, Stricker, and Co., have been placed at the disposal of the *Argus*:—

Batavia, December 4, 1861.

In our market we have but little change to notice. Sugar is firm, and be now worth 15fg. to 15½g. for No. 16. Coffee is in demand, and worth 35g. to 35½g., and for next year's crop 35 guilders has also been paid under contract on delivery. Indigo, 8·80g. per lb. The Agnes (American) has been chartered to load sugar in bags here and at Cheribim, at £3 per ton if delivered at your port, or £3 5s at Sydney.

For American vessels £3 10s has been paid for sugar in baskets, if landed at a port in the United Kingdom, or £4 per ton if at a port on the continent, between and including Havre and Hamburg, calling at Cork for orders.

For other flags taking same employment, £4 16s and £5 respectively have been paid.

Exchange closed for the last mail at 11·65g. for six months' bills on London, and 100½ per cent. for six months' bills on Holland. English sovereigns, from 12·50g. to 12·70g.

MR. ROBERTSON ON THE VICTORIAN LAND BILL.

THE following observations respecting the working of the present Land Law, and the probable operation of Mr. Duffy's Victorian Land Bill, were made by Mr. Robertson in the course of an address to the electors of Numba, on the night before his election for Shoalhaven:—

"He was glad to be able to congratulate them upon the establishment and full working of the new Land Law, and felt sure it would to the full meet all the reasonable expectations of its supporters. Already, in this district, on the first land office day, about twenty farms had been taken up under it, and as many days, about twenty farms had been taken up under it, and as many families had obtained land upon which to make homes for themselves. And, as a proof of the advantage of the right of selection before as well as after survey, he might mention that nearly every position taken was unsurveyed land, while there were tens of thousands of acres of land in the district surveyed. He felt sure that no land law could possibly meet the requirements of the people in this or any of the neighbouring colonies which did not give to the farmer the right to choose his own farm, and have it surveyed after, if it were not surveyed at the time of the selection. He was sorry to see by the bill brought into the Victorian Parliament, that in that colony no land would be permitted to be sold until surveyed, but that, to meet the necessities of persons requiring land, agricultural areas to the extent of ten millions of acres were to be set apart within which, and only within which, purchasers could buy, and then only after survey. He ventured to predict that this system would be a failure, that the Survey Department were not the proper persons to select farms, that being a business which ought to be left to the farmers themselves. He saw that in Victoria it was intended to subdivide into 40, 320, and 640 acres, 4,000,000 acres within three months after the passing of the Act. Now, he felt sure that it would be found impossible to do anything of the kind within the time, and that, if it were done, it would probably be putting the country to the expense of something like £1,000,000, with very little advantage, for a very small proportion of it measured in anticipation of purchase was ever sold, so little, indeed, as to undertook to say that if the Government of Victoria persisted in the provision in their bill, that 10,000,000 of acres within areas could be measured into blocks ranging from 40 to 640 acres, the survey would cost more than all the land so surveyed would sell for in the next twenty years. He had between Ulindulla and this place ridden over many miles of country with tens of thousands of acres, measured at great cost to the country, but of which not a hundredth part of the cost of survey had ever been sold, or was likely to be sold; and it would be the same in the agricultural areas of Victoria. He would desire farmers only to fancy to themselves an area of 10,000,000 acres, or even 100,000 acres being laid out in this district and cut up into farms, what would be their value? It would be seen ere long which Act would work the best. He much mistook the matter if our Act would not be found best for every class likely to require land, including the squatters, who were amply compensated in many ways for any reduction of the quantity of land they might suffer under it. It would be found, on examining the Victorian Land Bill, that the mode of fixing the squatters' rent was very unsatisfactory; that there was no proper means of settling boundary disputes and squatting actions, as provided in our law, and that, in a score of instances, it was very deficient."

In the report of Mr. Robertson's speech at the election the word "and" is by a misprint substituted for "not;" the sentence should read thus—"We have for the use—*not* for the sale—of the public lands, including gold, upwards of £280,000." The sum stated as being voted annually for education should have been £80,000, instead of £30,000.

THE SEASON'S WOOL.—Mrs. Gordon's wool passed through town on its way to Nelligen on Monday; Mr. Joseph Taylor's will soon follow, and this will conclude the season's operations in this district. The clip has hardly been up to expectation, yet withal it is far from unsatisfactory.—*Braidwood Observer.*

MAITLAND MARKETS.

[FROM OUR CORRESPONDENT.]

JANUARY 7.—Business has been brisk during the week, both with town and country. No alterations have been made in any of the leading articles. Sugars are very firm. Hyson skin is hardly to be obtained, while other teas are more plentiful. Liverpool and fine salt are quoted at £5 10s per ton; rock salt, £7 10s. Negrohead tobacco is scarce, and worth 4s 9d to 5s per lb.; colonial tobacco very scarce, at 1s 9d to 1s 11d per lb. Oilmen's stores are in demand; salad oil and pickles are scarce, and command high rates! Sardines are enquired for, and are worth 12s to 16s per dozen for large size tins, and 8s to 10s for small tins, per dozen. Three-bushel bags are in demand, at 12s to 13s per dozen.

Carriage for the interior abundant.

Wool continues to arrive, but no sales are reported.

FLOUR.—There is a fair demand for flour, but no immediate prospect of any change in prices. Fine flour is quoted at £15 per ton; seconds, at £13 per ton.

WHEAT.—Only a moderate supply of wheat has been brought to market this week. Most of the settlers who have threshed are disposed to hold for higher rates. Fair samples have been bought at 4s to 4s 6d per bushel. A few very fine samples have realised 5s per bushel.

MAIZE.—This cereal is exceedingly scarce; stocks are very light, and holders are indisposed to sell even at present rates, viz.:—5s 6d to 6s 6d per bushel. The present crops do not look well owing to the heat and want of rain.

BRAN is in good demand and scarce, at 6s per 100 lb. retail; pollard is also in demand at the same price.

HAY.—Good lucerne pressed hay is quoted at £1 10s to £6 per ton according to quality.

GREEN FOOD.—Lucerne and barley 10d per dozen bundles wholesale, 1s retail.

BREAD, 3½d per 2-lb. loaf wholesale, 4d retail.

POULTRY.—Fowls, 2s to 2s 3d per pair wholesale, 2s 6d to 3s retail; ducks, 2s to 2s 6d per pair wholesale, 3s 6d to 3s retail; geese, 5s to 6s per pair wholesale, 7s 6d retail; turkeys, 7s to 9s per pair wholesale, 9s to 11s retail.

VEGETABLES.—New potatoes, 3s 6d to 4s 6d per cwt. wholesale, 5s to 6s retail; old potatoes, 6s to 7s per cwt. wholesale, 8s to 9s retail; turnips (source) 2s per dozen bunches wholesale, 2½d per bunch retail; carrots, 2s 6d per dozen bunches wholesale, 3d to 4d per bunch retail; green peas 4s per bushel wholesale, 1s 3d to 1s 6d per peck retail; French beans 3s wholesale, 1s per peck retail; cabbages 2s to 4s per dozen wholesale, 4d to 6d each; cucumbers 6d to 8d per dozen wholesale, 1d to 1½d each; onions, 3d to 4d per bunch retail; vegetable marrows, 2s 6d to 3s per dozen wholesale, 4d to 6d each.

FRUIT.—Oranges 10d to 1s per dozen wholesale, 1s to 1s 6d retail; Lisbon lemons 6d per dozen wholesale, 8d to 1s retail; common lemons 2d to 3d per dozen wholesale, 4d to 6d retail; bananas 1s to 1s 6d per dozen wholesale, 2s to 2s 6d retail; plums 2d per dozen wholesale, 3d to 4d retail; peaches 2d to 4d per dozen wholesale, 4d to 6d retail; nectarines 2d per dozen wholesale, 3d retail; grapes 4d per lb. wholesale, 3d retail; pears 4d to 6d per dozen wholesale, 6d to 1s retail; apples 4d to 1s 3d per dozen wholesale, 6d to 1s 6d retail.

FARM and DAIRY PRODUCE.—Butter (fresh) 1s per lb. wholesale, 1s 2d per lb. retail; salt butter 6d to 8d per lb. wholesale, 8d to 10d retail; cheese 4½d to 5d per lb. wholesale, 6d to 9d retail; eggs 10d to 1s per dozen wholesale, 1s to 1s 3d retail; honey 5d per lb. wholesale, 8d retail; bacon, 4d to 6d per lb. wholesale, 8d to 10d retail.

BUTCHERS' MEAT.—Beef 10s to 12s per 100 lbs. wholesale, 2d to 2½d per lb. retail; salt beef, 12s per 100 lbs. wholesale; mutton 3½d per lb. wholesale, 4d to 5d per lb. retail; pork 6d to 7d per lb.; calves, 15s to 20s each; veal, 4d to 6d per lb.; lambs, 3s 6d to 4s 6d per quarter.

Tallow, £28 to £32 per ton; soap, best, 28s per cwt., second quality 26s, boxes 2s each; candles, 5d per lb. wholesale, 7½d per lb. retail.

Leather Market.—Sydney kip leather, 2s to 2s 3d per lb. Maitland kip leather, 2s per lb.; Sydney sole leather, 1s 2d to 1s 4d per lb.; Maitland sole leather, 1s per lb.; calfskins, 5s to 6s per lb.; basils, 12s to 18s per dozen.

Hides 6s to 14s each (according to quality), sheepskins 6d to 8d per lb, pelts 6d to 1s each.

MAITLAND STATION AND STOCK REPORT.

[THOMAS CADELL.]

STATIONS.—Purchasers are still desirous of buying sheep runs, and I anticipate many stations shortly changing hands.

Fat Cattle.—Boiling rates rule. All establishments fully occupied, and a good many cattle on hand. Quotations, £2 10s to £3 5s for good to prime; other qualities according to value, for boiling purposes.

Fat Sheep.—Wethers, 11s to 12s; ewes, 8s to 9s 6d. In fair demand for Sydney market.

Store Cattle.—Unsaleable. Melbourne market nearly as low as our own.

Store Sheep.—In demand. Quotations unaltered; wethers and ewes as follows:—Wethers, 8s to 9s; maiden ewes, 11s 6d to 12s; ewes, three to four years, 10s to 12s.

Horses.—Sell fairly; a good many coming to hand.

Wool.—Dull of sale.

Tallow and Hides.—No change in value.

[R. O. YEOMANS.]

FAT CATTLE.—The market so abundantly supplied that all the boiling establishments available in the district are in full operation and will take at least a week to clear off what cattle are already to hand. In consequence to the great glut, prices are ruling very low. Prime weighty, £2 15s to £3 5s; second quality, £2 5s to £2 12s 6d; boilers, 20s upwards.

Fat Sheep.—The trade well supplied. No alteration in last week's quotations. Prime wethers, 11s to 13s; ewes, 9s to 11s. Really good sheep saleable for Sydney market.

Store cattle remain very dull. No buyers, except for young well-bred quiet steers, 18 months to 2 years old, worth from 15s to 25s per head.

Store Sheep.—Young breeding and maiden ewes continue in good demand. Several cash purchasers in this market—for maidens, 11s to 13s; breeding, 9s to 12s; wethers, 8s 6d to 9s, deliverable in large lots.

Horses, if of a really useful description and in good condition, sell at fair rates, but ordinary mixed lots will hardly pay the expenses of driving to market, &c. Large heavy colts are very saleable, and much inquired for.

Working bullocks dull of sale at £8 to £11 per pair, with gear.

Milch Cows.—Very few inquiries. Prices low.

Tallow with casks worth £31 to £35 per ton.

Hides best heavy (boiling), 11s 6d to 13s 6d; light ditto, 10s to 11s.

Sheepskins, full-fleeced, free from seeds, 7d to 8d per lb.

Campbell's Hill, West Maitland, 10th January.

[DODDS AND CO.]

WE have to report that this market is abundantly supplied with fat stock, and the glut continues, the present prospect of the seller with regard to fat stock being gloomy. We find the only reliable outlet for the surplus which continues to depress this market being the pots, and the difficulty at present exists of getting them quickly disposed of in this way, the proprietors of boiling establishments reporting more than a week's supply on hand; and if sales have to be effected low prices must be submitted to, on account of the competition amongst boilers being limited. Any improvement in the Sydney market would act beneficially here. Most of the butchers are well stocked, and are complaining of a scarcity of grass and water in their paddocks.

Fat Sheep.—A lot of ewes, from Mr. Pringle's, of good quality, sold from 8s 6d to 9s, no other sheep having come in. A good lot of wethers would command good prices.

Hides sell at 10s to 14s each.

Tallow, £32 to £34 per ton.

January 9.

PORT OF SYDNEY.

Entries passed at the Customs during the week ending Saturday, January 11, 1862:—

IMPORTS.

Apothecaries' ware, packages	96	Leather, 4 bales	£170
Ale, 1075 packages	£691	Lobsters, 100 cases	75
Arrowroot, 5 kegs	3600	Linens, 7 cases	429
Beer, 2044	169	Lamps, 3 cases	80
Blue, 240 cases	5049	Looking glasses, 16 cases	240
Brushware, 23 packages	520	Mustard, 95 cases	400
Boots, 177 packages	3084	Matting, 36 bales	216
Bags, 10 bales	—	Muslin, 1 case	166
Brandy, 75 packages	464	Medicine, 2 cases	150
Blacking, 15 casks	70	Machinery, 4 packages	131
Books, 18 cases	482	Millinery, 10 packages	180
Canvas, 56 bales	2068	Malt, 6 trunks	618
Candles, 1160 cases	1795	Nails, 103 kegs	300
Coffee, 763 bags	4900	Oats, 8220 bushels	891
Cement, 1000 barrels	720	Old tom, 100 cases	120
Confectionery, 64 cases	560	Opium, 5 cases	391
Copper, 1 ton	160	Oilstores, 630 packages	1638
Clocks, 5 cases	148	Oil, 1070 packages	2470
Cheese, 172 cases	700	Pepper, 95 bags	350
Calico, 52 bales	1940	Platedware, 6 cases	620
Chicory, 50 cases	187	Provisions, 85 packages	470
Carriages, 7 cases	395	Pork, 92 barrels	900
Chrome ore, 12 tons	20	Prints, 34 packages	1074
Cottons, 12 cases	370	Pickles, 180 cases	200
Castings, 240 pieces	150	Paperhangings, 33 cases	470
Carpets, 8 bales	239	Pipes, 17 cases	340
Clothing, 183 packages	4278	Paper, 111 bales	1011
Colours, 19 packages	40	Rope, 266 coils	600
Drugs, 1 package	23	Rice, 2 tons	30
Drapery, 1106 packages	49,826	Raisins, 400 boxes	600
Effects, 97 packages	1030	Rum, 523 hogsheads	6170
Earthenware, 37 packages	545	Stationery, 87 packages	2399
Fibre, 5 tons	60	Saddlery, 80 packages	3185
Fruit, 70 packages	75	Sewing machines, 14 cases	250
Furniture, 24 packages	1000	Safes, 6	150
Flour, 179 tons	2840	Slops, 40 packages	1056
Fancy goods, 26 packages	440	Starch, 210 cases	105
Force pumps, 5 cases	100	Soda, 20 barrels	100
Fish, 20 packages	14	Silks, 9 cases	900
Glue, 15 bales	60	Salmon, 340 packages	770
Galvanised iron, 40 cases	480	Sugar, 221 tons	7017
Gunpowder, 181 packages	414	Skins, 35 bales	97
Glassware, 56 packages	810	Salt, 189 tons	805
Grindery, 66 packages	880	Sperm oil, 285 tuns	1425
Gloves, 2 cases	100	Seeds, 53 packages	260
Guns, 1 case	40	Tin, 12 boxes	70
Glass, 247 boxes	560	Tallow, 53 casks	303
Goloshes, 50 cases	280	Tinplates, 150 boxes	270
Geneva, 1598 cases	1130	Tinware, 9 packages	230
Hardware, 461 packages	4072	Turps, 60 drums	90
Horse, 1	500	Tea, 173 packages	830
Hats, 45 cases	1976	Tar, 120 barrels	252
Haberdashery, 95 packages	4150	Timber, 65,000 feet	1000
Herrings, 493 barrels	370	Tobacco, 80 packages	2530
Hides, 472	271	Vinegar, 150 packages	375
Hops, 80 pockets	570	Vestas, 87 cases	951
Hosiery, 9 cases	360	Wool, 487 bales	18726
Ironwork, 64 tons	1010	White lead, 10 casks	85
Iron, 73 tons	900	Wheat, 2330 bags	1500
Ironmongery, 128 packages	2175	Woollens, 38 cases	3930
Lead, 68 sheets	914	Whiting, 150 barrels	140
		Wine, 522 packages	5300
		Yacht, 1	250

EXPORTS.

Ale, 56 packages	£309	Hardware, 42 packages	£420
Books, 2 cases	155	Horses, 28	1105
Beer, 53 packages	231	Maize, 77 bushels	28
Boots, 19 packages	346	Opium, 1 case	122
Butter, 112 kegs	355	Oil, 10 packages	27
Brandy, 102 packages	408	Oilstores, 44 packages	91
Chicory, 9 cases	20	Potatoes, 2 tons	10
Cigars, 14 cases	365	Pianos, 2	70
Coffee, 60 packages	218	Rum, 8 hogsheads	154
Coal, 802 tons	500	Rice, 1 ton	20
Drays, 2	60	Saddlery, 5 packages	118
Drapery, 38 packages	1218	Sovereigns, 12 boxes	60,000
Earthenware, 3 packages	35	Soap, 6 tons	195
Furniture, 14 packages	70	Sugar, 101 tons	3578
Fruit, 1354 packages	1240	Tobacco, 10 packages	317
Flour, 47 tons	636	Tea, 400 packages	914
Fancy goods, 5 packages	44	Wool, 148 bales	4255
Geneva, 130 cases	155	Wine, 150 packages	578
Hay, 204 tons	187	Whisky, 20 packages	50

CHOLERA.—A large amount of cholera is at present prevailing in the neighbourhood, chiefly attacking dwellings in the lower part of the city, which are naturally most affected by the exhalations arising from the water and swamps about town. Unless we soon have a fall of rain, it is feared, the disease will become worse. As it is, we cannot but think that the sickness is due to the state of some parts of the town, such as the stagnant pools in Scott-street, along the railway fence. These are alone, in such weather as the present, enough to produce a pestilence.—*Newcastle Chronicle.*

BONDED STOCKS.

Week ending January 10, 1862.

Description.	Stock on hand 3rd January.	Received into Stock.	Delivered for Home Consumption.	Delivered for Exportation.	Stock on hand 10th January.
Rum—West India... gals.	129,033	14,720	4,234	754	138,765
East India.....	411	...	...	...	411
Foreign	9,684	...	...	63	9,621
All other Spirits	3,798	...	193	...	3,105
Brandy	171,921	3,078	5,524	781	168,694
Geneva	56,435	484	2,302	303	54,165
Whisky	24,168	...	510	141	23,554
Liqueurs	2,811	...	176	...	2,635
Gin	17,254	...	378	34	16,842
Wine	224,011	9,084	5,004	771	228,130
Tobacco— lbs.					
Manufactured	1,505,310	1,944	13,500	2,081	1,489,114
Leaf	1,181	...	...	...	1,182
Cigars	41,521	340	3,273	1,272	37,324
Snuff	2,535	...	...	...	1,935

Sugar.—Stock on hand 3rd January, 1152 tons 3 cwt. 2 qrs. 23 lbs.; received into stock, 417 tons 4 cwt. 1 qr. 1 lb.; delivered for home consumption, 313 tons; delivered for exportation, 5 tons 4 cwt. 1 qr. 27 lbs.; stock on hand 10th January, 1251 tons 2 cwt. 1 qr. 23 lbs.

Coffee.—Stock on hand 3rd January, 147 tons 0 cwt. 0 qr. 13 lbs.; received into stock, nil; delivered for home consumption, 5 tons 11 cwt. 3 qrs.; delivered for exportation, 15 cwt. 1 qr. 4 lbs.; stock on hand 10th January, 140 tons 13 cwt. 0 qrs. 8 lbs.

Tea.—Stock on hand 3rd January, 1,139,317 lbs.; received into stock, 538,596 lbs; delivered for home consumption, 143,400 lbs.; delivered for exportation, 1020 lbs.; stock on hand 10th January, 1,533,793 lbs.

Chicory.—Stock on hand 3rd January, 35,257 lbs.; received into stock, nil; delivered for home consumption, 3600 lbs.; delivered for exportation, 2464 lbs.; stock on hand 10th January, 49,360 lbs.

Opium.—Stock on hand 3rd January, 5829 lbs.; received into stock, nil; delivered for home consumption, 155 lbs.; delivered for exportation, 61 lbs.; stock on hand 10th January, 4673 lbs.

COUNTRY NEWS.

LAND SALE.—A public sale of land, situated in the new township of Baratta, was held at the police court, Deniliquin, on Saturday, December 28th. The whole of the land advertised was purchased by Mr. H. Ricketson, of Baratta, and, with the exception of two allotments, at the upset price. The area of the land thus sold was fifty-eight acres, and the price realised £282 2s.—*Pastoral Times.*

THE LATE ATTEMPT AT MURDER.—After several fruitless attempts by the police to apprehend him, Mark Gallagher, for attempting to shoot his wife, has at length been taken. On Friday last, constables Roche and Mooney proceeded to Mrs. Hill's, on the Fish River, and camped that night in the bush. About seven o'clock on the following morning they rode down to the stockyard. Gallagher was standing at the yard watching the approach of the horsemen, and when he discovered they were police he endeavoured to make his escape. The constables dismounted and apprehended him without his making any resistance. They brought him into Yass on Saturday, and confined him in the lock-up.—*Yass Courier.*

THE SEASON.—The *Bathurst Free Press* of Wednesday says:—For the last few days the weather has been intolerably hot in Bathurst, and reaping is proceeding vigorously. Atmospheric appearances would seem to indicate a storm near. Yesterday large masses of clouds rose, and a sprinkling of rain descended, which was immediately evaporated, and the heat became intense. Weather-wise people prognosticate a heavy fall of rain before long. Experience appears however to be at fault, and the weather-glass itself, advancing and receding in its indications, very partially refuses to confirm expectations.—The *Goulburn Chronicle* states that Monday last was the hottest day that had been experienced in Goulburn for the last three years. The thermometer in the shade registered 96, and throughout the entire day the heat was fearfully oppressive—The *Yass Courier* reports that the weather continues to be very oppressive, and Monday was probably the hottest day that we have yet experienced this season, the thermometer standing at 93° in the shade for several hours. The long drought is beginning to tell on natural vegetation, and the plains are turning brown under the fierce rays of the sun. The wheat on most of the farms has been got in, and where reaping is being proceeded with every energy is being used to house the grain. The crops are generally represented to be fully up to the average.—The *Braidwood Dispatch* says:—Sunday and Monday last were the hottest days we ever remember in Braidwood. Indeed, what with the intense heat of the last few days, the long drought, and the frost of Friday night, feed is becoming very scarce, and portions of the country, which a month ago looked fresh and green, are now scorched and burnt up by the terrible sirrocco. We hear great complaints among the farmers as to their potato crop, which the dry weather and the grub are said to be destroying.

MORE BUSHRANGERS.—PLUCKY CONDUCT OF A FRENCHMAN.—On Monday morning last, the mail coach left Lambing Flat for Bathurst at the usual time. There were five passengers, one an officer, another a sergeant of the X.L., and two of the passengers were Frenchmen. When about six miles from the Flat, three men suddenly commanded the coachman to stop; they were on foot and armed, one of them with a double-barrelled gun, and the other two with a six-barrelled revolver each. The coachman having pulled up, the passengers were ordered to dismount, the man with the gun standing near the horses, and the other, two covering the passengers with their revolvers. The passengers all got out of the coach on the side where the two bushrangers stood, with the exception of one of the Frenchmen, who got out on the opposite side, where he met the man with the gun, who pushed him rather roughly with the barrels and told him to go on the other side. The Frenchman not relishing such rough treatment attempted to wrest the gun from the bushranger, when he immediately discharged both the barrels. The Frenchman then succeeded in getting possession of the gun, with which he knocked the ruffian down, breaking the stock of the gun by the force of the blow. The other Frenchman seeing his countryman in danger rushed to his assistance, and with the gun barrels beat the bushranger about the head until (from the accounts we heard) he must have been nearly dead. The first Frenchman then made his escape, and ran back towards the camp. Whilst the struggle was going on, the other two bushrangers stood guard over the remainder of the passengers. When the Frenchman ran away the robbers commenced their search, telling the sergeant, who had on his regimental trousers, to stand aside, as they did not wish to interfere with him. They succeeded in taking about £20, but they gave the officer 5s. of his money back again, to assist him on the road. One of the Frenchmen had two revolvers and a large bowie knife in the coach; but unfortunately they were with his luggage, and he could not get at them, or there would doubtless have been a struggle for the mastery; for he appears to be a thoroughly determined and plucky man. The robbers did not attempt to meddle with the mail bags, and having obtained possession of the money referred to, told the passengers to get into the coach and ordered the coachman to drive on. The men appear to be pretty well known, from the description given of them; and it is to be hoped, from the timely notice given to the authorities of the robbery, that the rascals will soon be apprehended, and that their career upon the road will be a very short one.—*Bathurst Free Press.*

DISCOVERY OF A BODY UNDER SUSPICIOUS CIRCUMSTANCES.—We noticed in our last that the dead body of an infant had been found in a waterhole, on Bartie's Estate, several miles beyond Hinton. When Mr. Allman went to the place on Wednesday, he found the body in the waterhole, enclosed in a bag. It was taken out, and examined by Dr. Getty, who thought it must have died by strangulation. On the same day the mother of the child voluntarily gave herself up at the Courthouse, West Maitland—distant some twelve miles from the spot where the body was discovered. Her name is Harriet Newson, and we hear that she was a domestic servant for some time in this town, but that during ten days previous to her confinement she lived with an old woman, not far from the waterhole in which the infant was found. The woman acknowledges that she is the mother, but denies that she put the child into the water. She says it was a weakly child, and thinking it dying, she laid it down in the grass near the water, and left it there. A thorough inquiry is being made into all the circumstances.—*Maitland Mercury.*

A DRUNKEN MISHAP.—On Friday evening, about half-past seven o'clock, the cry of murder was heard in the harbour near the A. A Co.'s shoots, and it was discovered that a woman was struggling in the water. It was at first supposed that a man was attempting to drown her, and the report was quickly spread through the city. It appeared, however, that three well known characters named Buckingham alias Yellow Bill, Jacob Bennett, and Anne Barrett, the whole of them drunk, were going up the harbour in a boat, when an altercation ensued between the two latter, and the man attempted to strike the woman. She, to escape the blow, threw herself into the water, and he jumped in after her to save her from drowning, but his well intended endeavours were rendered useless by his drunken state, and had not assistance come, they would probably both have been drowned together.—*Newcastle Chronicle.*

A VOLUNTEER'S FUNERAL.—On Thursday afternoon the body of the late Mr. James M'Duff, of West Maitland, was interred in the Presbyterian burial ground at East Maitland. As the deceased was a member of the West Maitland Company of Volunteer Rifles, he was buried with military honours. The funeral procession started from Hinton, where Mr. M'Duff died, and on reaching the old Woolpack Inn, on the Morpeth road, was met by the firing party from the West Maitland Company, the remaining members of that company, and of the Maitland and Morpeth Company, who attended, taking open order, and presenting arms as the hearse passed. The firing party led to the grave, followed by the other volunteers and the bands. The coffin, which had been covered with the union jack, with the cap, coat, and side-arms of the deceased placed on the lid, was lowered into the grave by four volunteers, and, at the proper stage of the ceremony, three volleys were fired over the grave. The volunteers afterwards broke off, and returned to their respective homes. About forty-five of the West Maitland Company and thirty of the Maitland and Morpeth Company attended on the occasion.—*Maitland Mercury.*

EVANGELICAL UNION MEETINGS.—During the current week the prayer meetings of the various Protestant denominations, announced in a previous issue, to be held in connection with the Evangelical Union, have taken place every evening, in either the Wesleyan, Congregationalist, Kirk of Scotland, Free Church of Scotland, or Primitive Methodist chapels.—The meetings have all been well attended, and each one lasted an hour and a half.—*Newcastle Chronicle.*

DEATH IN THE LOCK-UP.—An inquest was held by the coroner, Mr. G. F. Codrington, on Sunday, on view of the body of Enoch Hobson, who died on Saturday last. Deceased was taken into custody by Mr. Waters, the lock-up keeper, on Friday, at one o'clock, for protection, as it appeared as if he were labouring under delirium tremens. Medical assistance was obtained, and an emetic administered, as he had said he had taken something out of a phial which disagreed with him, but deceased became delirious and died as above stated. The evidence of Mr. William Holder, of the Royal Oak, in Wallace-street, was to the effect that the deceased went to his house about half-past nine on Friday morning, and complained of being ill; he gave him a nobbler of brandy and sent for some medicine for him, which he took, and in two hours he went away. There were no bottles lying about the house, nor could deceased have taken anything without his knowledge. Dr. Beer found no symptoms of mineral or vegetable poison, but the lungs were gone, and stomach empty. It was his opinion that the want of the usual stimulants was the immediate cause of death. The jury, having heard the evidence, returned a verdict that the deceased died from natural causes, but that death was accelerated by habits of intemperance.—*Braidwood Observer.*

DEATH BY DROWNING.—On Tuesday morning, about one o'clock, a man named William M'Rory was going on board the Yarra Yarra, in which steamer he was a coal trimmer, when he fell into the water and lost his life. It appears the deceased had been drinking, and a policeman finding him strolling through the streets, ascertained he belonged to the Yarra steamer and accompanied him to the wharf, but left him to find his way across the steamer Telegraph over a bare gangway. Several parties heard the splash, and lights were soon obtained and a search commenced, but there was not the least sign of him anywhere to be found. Drags were procured, and have been in constant use ever since, but hitherto without success.—*Moreton Bay Courier*, January 8.

FUNERAL.—The Friends of JOHN JORDAN WILSON are requested to follow his remains to the Scots' Burying Ground on MONDAY, 13th instant, at 4 o'clock, p.m. T. DIXON, undertaker. The funeral to move from his residence opposite Christchurch, George-street South.

FUNERAL.—The Friends of Mr. JOHN JORDAN WILSON, Galvanised Iron Worker, are respectfully invited to attend his funeral, which will move from his late residence, George-street South, THIS (Monday) AFTERNOON, at 4 o'clock precisely. T. DIXON, undertaker, South Head Road, and George-street South.

FUNERAL.—The Friends of the late RICHARD WILLIAMS, Esq., are respectfully invited to attend his Funeral, to move from his late residence, No. 135, Elizabeth-street, near Market-street, TO-MORROW (Tuesday) MORNING, at 8 a.m. precisely. THOMAS HILL, undertaker, King and Riley streets.

MASONIC.—The Brethren of the various Lodges under the Constitution of England are requested to attend the Funeral of Brother RICHARD WILLIAMS, on TUESDAY next, the 14th instant, at 8 o'clock a.m. The procession will move from his late residence, 135, Elizabeth-street. The members of the Irish and Scotch Constitutions and the Craft generally are respectfully invited to attend. Masonic clothing to be worn on the occasion.

By order of the R. W. Pro. Grand Master,
J. A. MATHEWS, Pro. G. Secretary.

CLASSICAL, MATHEMATICAL, and COMMERCIAL SCHOOL, Newtown Road; conducted by Mr. ROBERT MAYHEW.—Vacancies for three Boarders.

Terms:—For pupils under 12 years, 45 guineas per annum
Ditto above 12 years, 50 ditto ditto
Washing, 1 guinea per quarter.

The Business of the School will be resumed January 14.

COLLEGIATE SCHOOL, Cook's River.—The Head Master is anxious to inform the public that in future great attention will be paid in this School to the rudimentary branches of learning. No new boy will be allowed to proceed with the proper work of a collegiate school until he has proved himself a proficient in reading aloud in dictation, in the elementary rules of arithmetic, and in the outlines of physical and modern geography. In cases where the knowledge of these subjects is inaccurate, abundant time and specific training will be given to remedy the deficiency. The work of the School will be RESUMED on THURSDAY, the 23rd instant.

W. H. SAVIGNY, Head Master.

EDUCATION for YOUNG LADIES.—Mr. and Mrs. THEOBALD'S, Morning Classes, 35, Stanley-street, Hyde Park.

HYDE PARK SEMINARY, 129, Elizabeth-street.—The Rev. R. BOAG, B.A., has resumed his Day and